



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, September 13, 2021
6:00 PM**

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President W. Alan Knight
Roll Call – City Clerk Lori Hillman
Invocation – Beth Aker
Pledge of Allegiance – Council President W. Alan Knight

1. MAYOR

1.1 Daughters of the American Revolution Proclamation

2. CONSENT ITEMS

2.1 July 26, 2021 Regular Meeting Minutes

2.2 August 9, 2021 Regular Meeting Minutes

2.3 August 23, 2021 Regular Meeting Minutes

2.4 August 26, 2021 Special Meeting Minutes

2.5 August 26, 2021 Workshop Minutes

2.6 Approval of FAA AIP Grant No. ZPH-SOG-3-12-0089-023-2021 for the Reconstruction of Taxiway A - No. 24-21-06

2.7 Approval of State of Florida, Department of Economic Opportunity – HL135 – SVB Phase II – No. 24-21-07

3. BUSINESS ITEMS/PUBLIC HEARING

3.1 First Reading of Ordinance No. 1422-21 Millage Rate

- 3.2 First Reading of Ordinance No. 1423-21 Adopt Budget
- 3.3 First Reading of Ordinance 1424-21 Marianne M. Simons Trust Annexation
- 3.4 First Reading of Ordinance 1425-21 Terrace At Pretty Pond Parcel I.D. 35-25-21-0010-06800-0010 Annexation
- 3.5 Transmittal to State - First Reading of Ordinance 1421-21 Comprehensive Plan Amendment (Property Rights Element)
- 3.6 Transmittal to State - First Reading of Ordinance 1426-21 Terrace at Pretty Pond Parcel No. 35-25-21-0010-06800-0010 FLU ad Zoning
- 3.7 Transmittal to State - First Reading of Ordinance 1427-21 Terrace at Pretty Pond Parcel No. 35-25-21-0010-06800-0000 FLU and Zoning
- 3.8 Transmittal to State - First Reading of Ordinance 1428-21 Marianne M. Simons Trust FLUMA, Rezoning ad PUD Master Plan

4. CITY MANAGER'S REPORT

- 4.1 Jeffries House and Carriage House RFP Bid Award
- 4.2 Change Order 023 - Sarah Vande Berg Tennis Center - J.O. DeLotto & Sons, Inc.

5. CITY ATTORNEY'S REPORT

- 5.1 First Reading of Resolution 781-21 Hangar Rental and Other Fees
- 5.2 First Reading of Resolution 781-21 "Z" Event Center Fees
- 5.3 Approval of Ordinance No. 1429-21 Standards Relating to the Management of Stormwater

CITIZEN COMMENTS

- 1 6.1 Eileen Westerman - Jeffries House and Carriage House RFP Bid Award

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



PROCLAMATION

WHEREAS, Constitution Week is the commemoration of America's most important document. The United States Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms and inalienable rights. The commitment of the NSDAR is to encourage study and educate the public about the Constitution, which was adopted by the American Congress of the Confederation on September 17, 1787; and

WHEREAS, the two hundred thirty-fourth anniversary of the drafting of the Constitution provides a historic opportunity for all Americans to learn about and recall achievements of our Founders, and to reflect on the rights and privileges of citizenship; and

WHEREAS, this celebration of the Constitution was started by the Daughters of the American Revolution. In 1955, the National Society Daughters of the American Revolution petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into public law on August 2, 1956, by President Dwight D. Eisenhower. George W. Bush officially declared the inception of Constitution Week in 2002; and

WHEREAS, the Daughters of the American Revolution (DAR) is a lineage-based membership service organization for women who are direct descendants of soldiers of the Revolutionary period who aided in the United States' struggle for independence; and

WHEREAS, it is the greatest importance that all citizens fully understand the provisions and principles contained in the Constitution in order to support it, preserve it and defend it against encroachment; and

NOW, THEREFORE, I, Gene Whitfield, by virtue of the authority vested in me as Mayor of the City of Zephyrhills in the State of Florida, do hereby proclaim the week of September 17-23, 2021 as

CONSTITUTION WEEK

reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through the guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 13th day of September, 2021.

Gene Whitfield, Mayor

Attest:

Lori L. Hillman, City Clerk

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on July 26, 2021 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting +1 (224) 501-3412 – Access Code: 756-817-141.

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

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Utilities Director John Bostic, Director of Planning Todd Vande Berg, Finance Director Ted Beason, CRA Director Gail Hamilton, Airport Manager Nathan Coleman, IT Director Mike Panak, Historic Preservation Specialist and Community Planner Audrey McGuire, Water Treatment Plant Operator Eric Martin, Finance Supervisor Jessica Carter and City Clerk Lori Hillman. Library Director Lori Brightwell attended virtually.

Christian Ryman gave the Invocation. The Pledge of Allegiance followed.

1. MAYOR

1.1 Pascal Collard – Sarah Vande Berg Tennis Center Presentation

Mr. Collard announced the Sarah Vande Berg Tennis Center and Skydive City have partnered to host a 911 Memorial event to remember, respect, and honor those who gave their lives so others could live. In tribute to local firefighters and police, five (5) Tandem skydives for firefighters and five (5) Tandem skydives for police officers have been sponsored.

Spoke from the floor: Patrick Fortune – Skydive City Jumper / 911 Event Creator and Coordinator

Mr. Fortune said he is a jumper at Skydive City, retired military and a former Police Officer who was on active duty supporting United States operations when 911 occurred. The events that occurred on the morning of September 11, 2000 were highlighted; 8:45 a.m. the north tower was hit, 9:03 a.m. the south tower was hit, 9:37 a.m. the Pentagon was hit, 9:59 the north tower collapsed, 10:03 Flight 93 forced themselves down in Shanksville, PA, 10:28 a.m. the south tower collapsed. He said the event will coincide with drop zones all over the world beginning with jumpers exiting the plane at 8:45 a.m. to build a formation with smoke and ending with a culmination of each participating country jumping with their respective flag at 10:28 a.m. The event will be videotaped with four planned jumps. He said 911 not only changed America, it changed the world. In closing, he stated Tandems will occur between 10:30 a.m. and 2:00 p.m. depending on the weather.

2. CONSENT ITEMS

2.1 July 12, 2021 Regular Meeting Minutes

2.2 Interlocal Reclaim Water System Agreement with Pasco County – 41-21-20

2.3 FDOT Beautification Maintenance Memorandum of Agreement for 5th Avenue (SR-54) Renewal – 41-21-21

2.4 American Infrastructure Development, Inc. (AID) Professional Services Agreement – 37-21-06

Lance Smith moved to pull Item 2.3 for discussion. Seconded by Charles Proctor. Motion passed unanimously.

Charles Proctor moved to approve Consent Items 2.1, 2.2 and 2.4. Seconded by Lance Smith. Motion passed unanimously.

CONSENT ITEM 2.3

Councilman Smith clarified this item is the maintenance agreement with FDOT for landscape beautification on 5th Avenue (SR-54). He suggested staff allocate resources for irrigation to maintain 5th Avenue on the west side of U.S. 301.

Lance Smith moved to approve Consent Item 2.3. Seconded by Charles Proctor. Motion passed unanimously.

BUSINESS ITEMS

3. PUBLIC HEARING

3.1 Second Reading **ORDINANCE NO. 1419-21 - AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM CITY RS (RESIDENTIAL SUBURBAN) TO CITY RU (RESIDENTIAL URBAN), AND AMENDING THE ZONING FROM CITY R3 (MEDIUM DENSITY RESIDENTIAL) TO R4 (MULTI-FAMILY RESIDENTIAL), FOR PARCEL 15-26-21-0030-08100-0010 PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.**

City Attorney Matthew Maggard read Ordinance No. 1419-21 by title. A public hearing was held and Planner Susan Swift with Colliers Engineering and Design – 5471 W. Waters Avenue – Tampa, FL, representing Autumn Palm, LLC, was in attendance to answer questions.

Jodi Wilkeson moved to approve Business Item 3.1. Seconded by Lance Smith. Motion passed unanimously.

4. CITY MANAGER'S REPORT

4.1 CivicClerk Agenda Software Training

Council concurred to meet Thursday, August 26, 2021 at 6:00 p.m. in the second floor conference room of City Hall for CivicClerk Agenda User Training.

4.2 FY 21-22 Budget Update

City Manager William Poe narrated a PowerPoint presentation of the proposed FY 21-22 budget to include \$946,676,382 in assessed property value. The millage rate of 6.35 mills was approved and will generate \$5,710,825 in ad valorem revenue. He summarized the current millage, proposed millage, rollback rate, and the associated levy. He highlighted General Fund Revenues, Special Revenue and Impact Fees (Revenue Share & Fuel Tax, Penny for Pasco, Transportation Impact Fee and Parks Impact Fee), Capital Projects City-wide (\$1M toward sidewalks and \$1M toward Park Improvements), vehicles, equipment, CRA Projects (Little But Loud, Methodist Church Parking Lot and Entrance Signage), personnel, Fire Department consolidation, and a proposed 3% raise for City employees.

PROJECTS – PUBLIC WORKS

- Simons Road Phase 2 – Public Works Director Shane LeBlanc clarified questions relating to the pricing discrepancy between Simons Road Phase I (\$2.1M) and Simons Road Phase 2 (\$2.3M). He said although Phase 2 is 800 ft., the road is in a low lying area and requires box culverts with a gravity wall. There is more involved in this phase of the road in addition to paving. The engineer's estimate is \$2.3M which includes at 10% contingency and staff is hoping the price will be less when it goes out to bid.

PROJECTS – UTILITIES/WASTEWATER

- Reclaimed Water Line - City Manager William Poe said the City/County Reclaimed & Water Systems is a \$2M project through SWFWMD, a 50/50 split with the City, to run a reclaim water main from Dairy Road west to Simons Road to connect with Pasco County for an opportunity to dispose of reclaimed water. A \$1.5M project is currently underway to run a reclaimed water line from 12th Street and C.R. 54 west to Dairy Road, then north on Dairy Road to Zephyr Lakes. Mr. Poe had a conversation with Utilities Director John Bostic regarding running reclaimed water to the pond at Hercules Park and all surface water discharges are prohibited for municipalities.

Councilwoman Wilkeson asked if there is any push to expand availability of wastewater to individual residents who live in the City limits.

City Manager William Poe said the expansion of reclaimed water is dependent upon the proximity of the closest reclaimed line and the associated obstacles. He said running reclaimed water to an existing neighborhood is expensive and can be unreasonable. The most cost-effective process is the ability to run a reclaimed water main to a development where the developer lays the reclaimed pipe as the development is being built.

Utilities Director John Bostic said if multiple residents on the same street request reclaimed water, there is a reduction of cost per resident. He said cost is also associated with the size of the line from point A to Point B based on economy of scale. He said the developers on the west side of Simons Road have been notified to lay three lines for reclaimed water in their subdivision.

BRANDING

- City Manager William Poe said \$65,000 has been budgeted to create a brand for the City.

RAISE/MINIMUM WAGE

- City Manager William Poe said minimum wage will increase to \$15.00 an hour by September 30, 2026 and recommended employees receive a 3% raise plus \$.41 an hour. Currently, the lowest paid employee earns \$12.50 an hour. He said by taking small bites of the apple to increase all employees \$.41 a year, now through 2025, with a \$.44 increase in 2026 will raise the lowest paid employee to \$15.00 an hour and maintain separation between the paygrades.

Councilwoman Wilkeson said in 2023, the City's commitment for the Fire Department will be \$739,000 compared to this year's commitment of \$1.1M. The difference will cover three (3) Patrol Officers, a 3% increase City-wide, and increase employees earning \$12.50 to \$15.00 an hour.

Councilman Proctor said he likes the idea of increasing all employee salaries to achieve the minimum wage of \$15.00 an hour and maintaining separation in paygrades but said 3% is not enough to justify the cost of living.

Councilman Smith supports a 3% increase with a flat bonus amount for all employees. He said this topic deserves more discussion at a workshop.

City Manager William Poe said the City has used reserve dollars the last two years to balance the budget. This year, the City is utilizing \$500,000 from contingency, not reserve dollars. He said the Final Millage and Tentative Budget Public Hearings are scheduled for Monday, September 13, 2021 and September 27, 2021. Council concurred to schedule a Budget Workshop on Thursday, August 26, 2021 immediately following the CivicClerk Agenda Software User Training.

Finance Director Ted Beason said the City is in good shape financially but there is opportunity for improvement.

5. CITY ATTORNEY'S REPORT

5.1 First Reading **RESOLUTION NO. 780-21 – “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Resolution No. 780-21 by title.

Lance Smith moved to approve Business Item 5.1 on the first reading. Seconded by Charles Proctor. Motion passed unanimously.

5.2 First Reading **ORDINANCE NO. 1420-21 – “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, CHAPTER 32 “FINANCE, RECOVERY OF COURT COSTS, CONSULTANTS”, SECTION 32.54; PROVIDING FOR A REPEALER; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Ordinance No. 1420-21 by title. City Manager William Poe said the City applied for Coronavirus Emergency Supplemental Funding (CESF) through the Florida Department of Law Enforcement (FDLE) in the amount of \$51,980.00. This ordinance is amending Section 32.54 of the Code of Ordinances by adding paragraph G, "All procurements, purchases, or expenditures made using federal or state grant funds, will comply with the federal guidelines outlined in 2 CFR 200.318-326."

Lance Smith moved to approve Business Item 5.2. Seconded by Jodi Wilkeson. Motion passed unanimously.

CITIZEN COMMENTS

Spoke from the floor: Pascal Collard - Sarah Vande Berg Tennis Center

Mr. Collard announced the Sarah Vande Berg Tennis Centers first International Padel tournament to be held August 20th. The selection for the National US team will be held at SVB. The National US team will play Spain.

MAYOR ANNOUNCEMENTS – Mayor Whitfield thanked Pascal Collard, Patrick Fortune and Skydive City for all they do within the community.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe said the City will host the Legislative Delegation at City Hall in Council Chambers on September 1st from 9:00 a.m. to 1:00 p.m. A list of projects with economic drivers is being created to submit for state appropriations funding. The Utilities Department will submit a grant through the state of Florida for the Septic to Sewer project, north lift station force main along Otis Allen Road, and the south end of the City (U.S. 301 south of C Avenue). The City will apply for three infrastructure Community Development Block Grants (CDBG); 7th Street Roadway & Infrastructure Improvements, City Yard construction and Utility generators. The Virtual GoToMeetings with the ability for individuals to call in will be removed since there have only been one or two attending other than staff. Meetings moving forward will be in person.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Council Vice President Wilkeson – N/A

Councilman Proctor thanked everyone work their work on the budget.

Councilman Smith thanked Pascal Collard and Patrick Fortune for the 911 presentation.

Spoke from the floor: Joannie Murphy - Skydive City – 4241 Sky Dive Lane – Zephyrhills, FL

Ms. Murphy thanked Patrick Fortune who founded the idea, is promoting/marketing the event, created a jersey, and is coordinating with drop zones all over the world.

Council President Knight recognized Pascal Collard and Patrick Fortune for the 911 presentation.

Meeting adjourned: 7:25 p.m.
Submitted by Lori Hillman

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on August 9, 2021 at 6:00 p.m. in the Council Chambers of City Hall.

President Knight called the meeting to order. Roll call was taken. Present were members Ken Burgess, Jodi Wilkeson, Alan Knight, Charlie Proctor, Lance Smith and Mayor Whitfield. City Manager William Poe was present. City Attorney Matthew Maggard was absent.

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Building Official Bill Burgess, Director of Planning Todd Vande Berg, HR Director Sandra Amerson, CRA Director Gail Hamilton, Airport Manager Nathan Coleman, Senior Planner Rodney Corriveau, Historic Preservation Specialist and Community Planner Audrey McGuire and City Clerk Lori Hillman.

Pastor Nick Deford with the First Church of the Nazarene gave the Invocation. The Pledge of Allegiance followed.

Council President Knight asked everyone to remember the families of Medford Griffin who served as a Police Officer for the City of Zephyrhills and Florida State University football coach Bobby Bowden.

1. CONSENT ITEMS

1.1 Municipal Airport Improvements FDOT Grant Agreement – 24-21-05

1.2 JE TA 20-27 Amendment No. 1 – U.S. 301 / Pretty Pond Road Intersection

1.3 Reassignment of Angela Land, LLC Lease to B & H Construction of Central Fla, Inc. – 4538 Skydive Lane

Jodi Wilkeson moved to approve Consent Items 1.1, 1.2 and 1.3. Seconded by Lance Smith. Motion passed unanimously.

BUSINESS ITEMS

2. PUBLIC HEARING

2.1 Second Reading **ORDINANCE NO. 1420-21 – “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, CHAPTER 32 “FINANCE, RECOVERY OF COURT COSTS, CONSULTANTS”, SECTION 32.54; PROVIDING FOR A REPEALER; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”**

City Manager William Poe read Ordinance No. 1420-21 by title. There were no comments from the floor. City Manager William Poe said the City applied for Coronavirus Emergency Supplemental Funding (CESF) through the Florida Department of Law Enforcement (FDLE) for approximately \$52,000. This ordinance is amending Section 32.54 of the Code of Ordinances by adding paragraph G, “All procurements, purchases, or expenditures made using federal or state grant funds, will comply with the federal guidelines outlined in 2 CFR 200.318-326.”

Lance Smith moved to approve Business Item 2.1. Seconded by Ken Burgess. Motion passed unanimously.

3. PLANNING DIRECTOR’S REPORT

3.1 Zephyr Lakes Phase 4C Staff Report

Senior Planner Rodney Corriveau presented the final plat south of Kossik Road for Zephyr Lakes Subdivision consisting of 37 single-family residential lots and approximately 600 linear feet on Dairy Road north of Pretty Pond Road. This plat has been reviewed by the City’s surveyor of record for compliance with State Statute Chapter 177 and staff has reviewed the plat for PUD and LDR compliance. If approved by Council, a Subdivider’s Agreement and mylar will need to be executed.

Councilman Burgess requested confirmation from staff that the connection of Kossik Road to Otis Allen Road was on schedule for completion December 2022.

City Manager William Poe said a conference call was held this morning between City and Pasco County staff where it was discovered Pasco County will not issue a right-of-way use permit for the proposed workaround traffic pattern for the Kossik Road connection to Wire Road because the workaround does not line up with Pasco County’s route study of Otis Allen Road. He said Pasco County intends to schedule a meeting with City and County staff, Traffic Engineer Steven Henry with Links and Associates, Metro Development and Duke Energy to bring all the

players to the table. He said Duke purchased the easement for the pole location from Metro Development. He said the cost to relocate the pole was in the neighborhood of \$2M with an additional few thousand dollars for Duke Energy to perform engineering services.

Councilman Burgess said this development began 18 years ago, the pole has been there for eight years, and suggested staff begin working to resolve this issue because he wants the connection completed by December 2022. He said he has addressed the connection from Kossik Road to Wire Road every time a plat is approved.

City Manager William Poe reiterated Senior Planner Rodney Corriveau's statement that Phase 4C is the final plat on the south side of the Zephyr Lakes subdivision. He said there are remaining plats to complete the northern portion and it will be Council's decision on their approval moving forward.

Spoke from the floor: Senior Planner Rodney Corriveau – City of Zephyrhills

Senior Planner Rodney Corriveau said each time a plat is approved, the line in the sand is moving.

Spoke from the floor: Ryan McCaffrey – Hamilton Engineering and Surveying – 3409 West Lemon Street – Tampa, FL 33609

Mr. McCaffrey said Pasco County did not speak with a professional engineer in the meeting that occurred this morning so Steve Henry has not had an opportunity to defend Hamilton Engineering's position. He said Steve Henry is the most sought after transportation engineer in the Tampa Bay area and believes when he is given an opportunity to represent the intersection design with Pasco County, things might change. He said the intersection design Hamilton Engineering produced was based on the right-of-way use configuration for Wire Road and Otis Allen Road with a planned future right-of-way outlined in the Duke Energy and Pasco County Development Agreement. He requested a correction to the record stating Duke Energy was not sold land, Duke Energy took the land from Metro Development via eminent domain. He said his client, Metro Development, was forced to have the pole placed in this position and lost in court. Hamilton Engineering is currently surveying the entire right-of-way from the northern most proposed entrance in Phase 5 to the intersection south on Pretty Pond Road to align geometry and create design plans in preparation for a right-of-way use permit.

Mr. McCaffrey explained the Wire Road widening studies include acquisition of the eastern and western right-of-way of his client's property. Based on the pole's location, Duke Energy placed the pole at the edge of the existing right-of-way on his client's property, there is no need for his client to provide additional right-of-way. He said Hamilton Engineering and Metro Development provided 30' of right-of-way along the eastern and western sides of the site. Now, the agreed upon section requires acquisition of right-of-way for the entire eastern side of the road based on the pole's location. They now have to acquire all the single-family homes on the eastern side to widen Wire Road when they had one single property owner on the western side as an option.

Councilman Burgess said it's a travesty that the City just found out about the right-of-way issue this morning. He said he's inclined not to approve additional plats until there is some sort of an agreement. He said Metro Development is developing the land, let them start pushing. He said we are approving plats with more cars on the road with less places for them to exit.

Councilwoman requested to table the discussion until Attorney Clarke Hobby can present a plan of action. She said the City is not comfortable continuing to approve these plats without some resolution.

Councilman Smith said there's a market that is red hot right now for single-family homes and it can shut off as fast as it has turned on. He doesn't want the City or the developer to lose potential revenue but feels a two week delay is not the end of the world. He agrees with Councilman Burgess 100% that the connection needs to happen. He added the road connection will benefit Pasco County residents more than it will City of Zephyrhills residents.

Councilman Knight said our County Commissioner needs to take a stand to help us.

Councilman Burgess thanked Ryan McCaffrey for everything he brought to the table.

Councilwoman Wilkeson moved to table Business Item 3.1. Councilman Proctor seconded the motion. Motion passed unanimously.

4. CITY MANAGER'S REPORT

4.1 Music & Motorcycles Special Event Alcohol Approval

City Manager William Poe announced Main Street will be hosting the annual Music and Motorcycles event downtown on September 11, 2021 from 4:00 p.m. to 9:00 p.m. The event will feature live music, vendors and a bike show along 5th Avenue in Clock Plaza. The boundaries of the event will be marked with barricades and “no alcohol beyond this location” with police officers present. The event has been reviewed by staff and the applicants are requesting Council’s approval for the sale of alcohol. Staff recommends approval.

Historic Preservation Specialist and Community Planner Audrey McGuire said Main Street’s beer tent, for the purchase of alcohol, will be centralized on 5th Avenue at 8th Street.

Lance Smith moved to approve the sale of alcohol at Music & Motorcycles on September 11, 2021.

4.2 Paulie Palooza Special Event Alcohol Approval

City Manager William Poe announced Paul Correia will host the annual Paulie Palooza event, benefiting Gulfside Healthcare Services, on October 16th from 12:00 p.m. to 9:00 p.m. The event will feature live music and vendors along 5th Avenue. The event has been reviewed by staff and the applicant is requesting Council’s approval for the sale of alcohol. Staff recommends approval.

Spoke from the floor: Paul Correia – 37608 Skyridge Circle – Dade City, FL

Mr. Correia said downtown businesses; Zephyrhills Brewing Company, Mainstreet Billiards, Axe of Kindness and the Fraternal Order of Eagles will sell alcohol in an event specific container.

Spoke from the Floor: Police Chief Derek Brewer – City of Zephyrhills

Police Chief Brewer said Paulie Palooza has been one of the more organized, easier controlled events held on Main Street. He said he relies on volunteers working the beer tent to regulate alcohol consumption. He said the event requires a certain number of officers.

Councilwoman Wilkeson said having been a volunteer for Main Street and serving at the beer tent, volunteers check identification and monitor alcohol consumption religiously. She said a police officer is stationed at the beer tent with other officers around the perimeter.

Jodi Wilkeson moved to approve the sale of alcohol at Paulie Palooza on October 16, 2021. Seconded by Charles Proctor. Motion passed unanimously.

4.2 Seafood Festival Special Event Alcohol Approval

City Manager William Poe announced Go Party Entertainment will host a Zephyrhills Seafood Festival, benefiting Community Outreach, at the Airport Venue on October 9th and 10th from 11:00 a.m. to 7:00 p.m. This event will feature live entertainment, vendors and a boat exhibit. The event has been reviewed by staff and the applicant is requesting Council’s approval for the sale of alcohol. Staff recommends approval.

Historic Preservation Specialist and Community Planner Audrey McGuire said Cosponsor Community Outreach Enterprises is an active not for profit organization.

City Manager William Poe said a meeting is scheduled on Tuesday, August 10th to discuss venue fees. As staff moves forward, any changes to fees will come before Council for approval. Pasco County Fire Rescue has been notified of the event and will determine whether to house personnel onsite or at their respective stations to respond to calls for service.

Councilman Knight said he is against the sale of liquor and quoted an old saying “what we tolerate today, we accept tomorrow.”

Councilwoman Wilkeson said Paulie Palooza and Music and Motorcycles are paying for services to use the downtown district that are benefiting local nonprofits. She said the City does not receive any tax revenue from for profit companies with the money going out of the community. She directed staff to make sure the City is covering their costs, with time and energy fairly compensation, with a benefit to the community. It is a much different dynamic than it is when we have for profit company events. She doesn't want to hurt local organizations by making a blanket statement and said the City has to be fair and equitability to everyone. She said City and Chamber personnel have a lot of experience hosting Main Street and venue events.

Lance Smith moved to approve the sale of alcohol, restricted to beer and wine, at the Seafood Festival on October 9th and 10th, 2021. Seconded by Ken Burgess. Motion passed unanimously.

5. DEPARTMENT UPDATE

5.1 Building Department

Building Official Bill Burgess presented an overview of inspections conducted and permits processed from October 1, 2020 through July 31, 2021. The Building Department conducted 6,000 inspections and issued 407 single-family permits along with corresponding plan reviews. The City of Zephyrhills has an Interlocal Agreement with the City of Dade City as back-up for staffing, as needed.

Building Official Bill Burgess said from a staffing perspective, the department is in good shape this year but if the City continues on the same path, he will request additional staffing. He said COVID put a damper on the legal process for Code Enforcement but sees the process beginning to get back on track.

Councilwoman Wilkeson said succession planning is important.

Councilman Knight commended Building Official Bill Burgess and his staff.

CITIZEN COMMENTS – N/A

MAYOR ANNOUNCEMENTS – N/A

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe said the Building Department received praise from Chick-fil-a for working with them on their grand opening. The International Padel tournament has been rescheduled due to COVID; although, a local tournament will be held August 27, 28 and 29. The City will apply for three infrastructure Community Development Block Grants (CDBG); 7th Street Roadway & Infrastructure Improvements, City Yard construction and Utility generators. He requested direction from Council on projects with economic drivers to submit for state appropriations funding. The City will host the Legislative Delegation at City Hall in Council Chambers on September 1st from 9:00 a.m. to 1:00 p.m. A staff-level meeting to discuss future opportunities at the Zephyrhills Municipal Airport is scheduled Tuesday, August 17th with Senator Simpson, Senator Burgess, Representative Maggard and the Pasco County Economic Development Council (PEDC). He spoke with the National Guard who are planning to purchase around the airport area. State appropriations funding must be encumbered by 2024 and spent by 2026. Staff is working with the golf course and plans to bring an agreement before Council at the next meeting.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Councilman Burgess said he felt like he was projecting irritation earlier and apologized if he came across as confrontational.

City Manager William Poe said Councilman Burgess made it clear that Council is not happy and their intent is not to approve any plats until there is a resolution on the pole.

Councilman Smith said when Duke Energy was Florida Power, they were easier to deal with. He said keep in mind that if you don't hammer these guys, you are in a helpless position.

Councilman Proctor supported Councilman Burgess 100%.

Councilwoman Wilkeson applauded Councilman Burgess for his courage to speak out. She said collectively, as Council, we have an obligation to deliver what we promise and expect others to deliver what they promise or there will be consequences. She wants Mr. Poe to feel secure in addressing Council to put their foot down.

Councilwoman Wilkeson said she has been speaking with City Attorney Maggard and City Manager Poe relative to the Kerns Family Construction Lease and the sale of the property near the airport. She said Council discussed revitalizing the blighted area and shortly after had the opportunity to sell the building, which was an eyesore, to Kerns Family Construction. The sale of the property has gone back and forth between City Manager William Poe, City Attorney Maggard and Kerns Family Construction's attorney due to a misunderstanding with the value of the property. She directed Mr. Poe to prioritize this situation for resolution with the ability to enforce what was previously agreed upon even though it may not be what he would recommend today. She added, the City is not obligated to sell the property to the Kerns for four years.

City Manager William Poe said a price has been given to the Kerns' attorney and said he will forward a copy of the audio recording of the meeting, the minutes, copy of the initial agreement and what is being proposed to Council when received for review.

Councilman Knight said if anyone knows Alan Knight, you know how he feels about liquor. He said on July 4th, there were between 10,000 and 12,000 people at Zephyr Park. He said it was a wholesome event with fireworks and not one drop of alcohol was served. He thanked Council for their support. He said he doesn't believe alcohol needs to be served at every event.

Councilwoman Wilkeson said many people show up for the Christmas Parade, Founder's Day Parade, and Halloween Howl which are wholesome family events.

City Manager William Poe agreed with Councilman Knight but added the only events that Council approves are alcohol related, all other events that occur do not come before Council and are approved at the staff level.

6. NOTED ITEMS:

- 6.1 Ferguson Enterprises, Inc. - First of two 1 year renewal options - 41-21-23
- 6.2 Duke Energy Easement
- 6.3 District School Board of Pasco County Easement

Meeting adjourned: 7:25 p.m.
Submitted by Lori L. Hillman

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on August 23, 2021 at 6:00 p.m. in the Council Chambers of City Hall.

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

Staff present: Police Chief Derek Brewer, Director of Planning Todd Vande Berg, Finance Director Ted Beason, CRA Director Gail Hamilton, IT Director Mike Panak, Airport Manager Nathan Coleman, Senior Planner Rodney Corriveau, Historic Preservation Specialist and Community Planner Audrey McGuire and City Clerk Lori Hillman.

Beth Aker gave the Invocation. The Pledge of Allegiance followed.

1. UNFINISHED BUSINESS

1.1 Zephyr Lakes Phase 4C

City Manager William Poe requested the removal of Zephyr Lakes Phase 4C from the agenda.

Lance Smith moved to remove Zephyr Lakes Phase 4C from the agenda. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

2. PLANNING DIRECTOR'S REPORT

2.1 Comprehensive Plan Amendment (Property Rights Element) Staff Report

Planning Director Todd Vande Berg proposed an amendment to the City's Comprehensive Plan to include a Property Rights Element as a result of recent legislation; specifically, House Bill 59 which adds Section 163.3177(6)(i). Effective July 1, 2021, all local governments are required to adopt a property rights element to their Comprehensive Plan. Local governments cannot proceed with future land use map amendments until the property rights element has been included in their Comprehensive Plan. The proposed amendment to the City's Comprehensive Plan includes Chapter 11: Property Rights Element, a single goal, a single objective, and four policy statements. This item was presented to the Planning Commission on August 17, 2021 with a unanimous recommendation for approval. If Council approves, staff will move forward to create an ordinance for transmittal to the state of Florida for approval.

Lance Smith moved to approve a Comprehensive Plan Amendment to include a Property Rights Element. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

2.2 Marianne M. Simons Annexation, Future Land Use Map Amendment & Rezoning / PUD Master Plan

Planning Director Todd Vande Berg presented a petition submitted by Marianne M. Simons Trust for annexation, a future land use map amendment from County Residential-6 (RES-6) to City Residential Urban (RU) and rezoning from County Agricultural (AC) to City Planned Unit Development (PUD) for 12.5 acres located on the west side of Simons Road abutting the southern boundary of the Sarah Vande Berg Tennis Center (SVB).

Mr. Vande Berg summarized discussion topics from the Planning Commission Meeting along with concerns voiced by the public with drainage and traffic. He said additional drainage will be required for the site since it is located within the basin of special concern.

Councilman Smith stated a Conflict of Interest and stepped down from the dais and removed himself from Council Chambers.

Todd Levinger – Planned Unit Development Investor

Mr. Levinger said the vision for this site is to build a world class community that supports youth development and sports, enhances and expands the Sarah Vande Berg Tennis Center and serves the Zephyrhills community. Conversations are ongoing to donate land to the City for the development of the Indoor Sports Facility with additional parking and he has partnered with Pascal Collard and his team to create a new Sports Academy.

Mr. Levinger narrated a PowerPoint presentation highlighting the project overview and investments.

Phase 1 will develop a 3-story 33,000 sq. ft. student apartment building with an August 2022 completion date.

Phase 2 will develop a 3-story 22,500 sq. ft. mixed use building and a portion of the residential homes and townhouses with a 2023 completion date. Conversations are ongoing with a large healthcare hospital system, interested in investing in the SVB community, to add a Physical Therapy Center and Orthopedic Surgeon.

Phase 3 will complete all homes and townhouses with a 2024 completion date. A combination of 50 townhouses, with garages, will be built for future Zephyrhills residents. The developer is working with owner Bob Simons to preserve as many trees as possible to maintain the natural beauty of the property with flowing roads. The design of the homes will be consistent with a modern, minimalistic style similar to the SVB Tennis Center. A draft site plan of the complete community and a rendering of the student apartment building were presented.

Planning Director Todd Vande Berg highlighted the associated Conditions of Approval and said future plans for a landscape buffer easement to the west side of the dormitories is forthcoming. The Planning Commission recommended approval and if approved, staff will move forward to create an ordinance with conditions for transmittal to the state of Florida for approval.

Ken Burgess moved to approve Planning Director's Report 2.2. Seconded by Charles Proctor. Motion passed unanimously, 3-0, Councilman Smith abstained from voting.

Councilman Smith entered Council Chambers and returned to the dias.

2.3 Terrace at Pretty Pond Annexation, Future Land Use Map Amendment & Rezoning

Historic Preservation Specialist and Community Planner Audrey McGuire presented the first parcel (35-25-21-0010-06800-0000) located at the southeast corner of Pretty Pond and Wire Roads in the jurisdictional boundaries of the City of Zephyrhills with a future land use designation of RE (Residential Estate, limited to 2 dwelling units per acre) and a zoning designation of ER (Estate Residential, limited to 2 dwelling units per acre) comprising 2.06 acres. The second parcel (35-25-21-0010-06800-0010) directly east of the first parcel is an enclave in Pasco County surrounded by City property with a future land use designation of Pasco County RES-6 (limited to 6 dwelling units per acre) and a zoning designation of Agricultural (AR). The Applicant is requesting to amend the future land use designation of both parcels to City RU (Residential Urban, 7.5 to 20 dwelling units per acre) with a zoning designation for both parcels to City R4 (Multi-Family Residential) to construct townhomes with 12.8 to 13 dwelling units per acre.

Ms. McGuire referred to the Planning Commission Minutes from June 2021 and noted drainage concerns on this property to the north at Crestview Pond. She said Crestview Pond currently has an outfall that flows across Pretty Pond Road onto the subject property and down into the Alpha Village Pond which causes the pond to exceed capacity limits. The Alpha Village Pond is maintained by the City and located in Pasco County's right-of-way. A meeting is scheduled on Monday, August 30th with staff, Pasco County and the applicant to seek resolution to possibly encapsulate the northern pond.

Ms. McGuire said the subject properties are in the Joint Planning Area (JPA) with Pasco County who has reviewed the annexation with no objections. The property is consistent with the densities in the area and is consistent with Florida Statutes and the City's Comprehensive Plan. She said the Planning Commission approved this item with the condition that staff keep the board apprised with status updates.

Councilman Smith said this is a low area that has flooded historically and there will be flooding in the future so we need to do everything we can to minimize the potential.

Councilman Knight said the City continues to grow and the infrastructure needs to be addressed. He said he is concerned with the condition of the roads which are becoming smaller every day.

Planning Director Todd Vande Berg said money is budgeted this year to extend Dairy Road and Pretty Pond Road out to Kossik Road to create a north / south grid segment. He said Wire Road is on the long range transportation plan to become four lanes and improvements to traffic flow is being made at the intersection of U.S. 301 and Pretty Pond Road. He said headway is being made for improvements in the grid.

Charles Proctor moved to approve Planning Director's Report 2.3. Seconded by Lance Smith. Motion passed unanimously, 4-0.

3. CITY MANAGER'S REPORT

3.1 Sarah Vande Berg Tennis Center Membership Pricing Proposal

City Manager William Poe said based on the agreement between the City of Zephyrhills and Tennis Pro Florida, LLC, proposed fee changes must be approved by Council.

Spoke from the floor: Nick Walton – Sarah Vande Berg Tennis Center

Mr. Walton narrated a PowerPoint presentation of the SVB Membership Pricing Proposal highlighting the Goals of Membership and the Purpose of Proposed Changes to attract members and simplify the number of memberships. He clarified the pricing rates for Zephyrhills' residents is determined by zip code, not the jurisdictional limits of the City. Zephyrhills' resident membership pricing will remain the same. A two year plan has been implemented to streamline the membership packages.

Lance Smith moved to approve City Manager's Report 3.1. Seconded by Ken Burgess. Motion passed unanimously, 4-0.

3.2 American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement No. 41-21-25

City Manager William Poe said as a result of the American Rescue Plan Act (ARPA), approved March 10, 2021, the City is scheduled to receive \$8,242,048.00 in direct monetary relief related to COVID-19 in two allocations; 50% this year and 50% in 12 months. The City of Zephyrhills is considered a non-entitlement City and will receive ARPA funds from the state of Florida in lieu of the Federal Government. Funds will be disbursed to the City within 30 days of the state receiving from the Federal Government to cover expenses incurred by the City prior to the December 31, 2024 termination date. The City must follow provisions of 2 CFR Part 200 for funding used to respond to public health and economic impacts, premium pay for essential workers, revenue loss and investments in infrastructure. He asked Council to approve the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement and authorize the City Manager to sign electronically.

Charles Proctor moved to approve City Managers Report 3.2 authorizing the City Manager to sign electronically. Seconded by Ken Burgess. Motion passed unanimously, 4-0.

3.2 Proposals for State Appropriations Requests

City Manager William Poe said the three projects discussed by staff for submittal for state appropriations funding include: Sewer Main Extension/Water Main Extension (along Kossik Road from U.S. 301 to Fort King Road) for \$3,480,00.00; Zephyrhills Municipal Airport Taxiway, 2 Box Hangars and FBO/Terminal for \$5,330,000.00 (\$725,000.00 for taxiway, \$1,905,000.00 for box hangars and FBO/Terminal for \$2,700,00.00); and Zephyr Park Improvements for \$5M. The City of Zephyrhills will request Representative Maggard and Senator Burgess sponsor the City's projects. This year's Legislative Delegation is an early session which will meet September 1, 2021 at 9:00 a.m. at the City of Zephyrhills' City Hall in Council Chambers to hear community requests for funding appropriations.

Lance Smith moved to approve City Manager's Report 3.3. Seconded by Ken Burgess. Motion passed unanimously, 4-0.

CITIZEN COMMENTS – N/A

MAYOR ANNOUNCEMENTS – N/A

Regular Council Meeting
August 23, 2021
Page Four

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe reminded Council of the CivicClerk Agenda Software User Training Workshop on Thursday, August 26, 2021 at 6:00 p.m. in the Second Floor Conference Room at City Hall with a Budget Workshop to follow immediately in Council Chambers.

CITY COUNCIL COMMENTS – Councilman Smith – N/A

Councilman Proctor – N/A

Councilman Burgess asked everyone to pray for those with COVID-19.

Council President Knight echoed Councilman Burgess' comment and asked everyone to be careful.

4. NOTED ITEMS:

4.1 Kimley Horn WO 21-118 CDBG-MIT Infrastructure Grant - 7th Street Roadway & Infrastructure Improvements

4.2 Kimley Horn WO 21-119 CDBG-MIT Infrastructure Grant - City Yard

4.3 Kimley Horn WO 21-120 CDBG-MIT Infrastructure Grant - Utilities Generators

Meeting adjourned: 7:04 p.m.
Submitted by Lori L. Hillman

COUNCIL SPECIAL MEETING

A Special Meeting was held on August 26, 2021 at 6:00 p.m. in the Second Floor Conference Room of City Hall.

President Knight called the meeting to order at 6:00 p.m. Roll call was taken. Present were members Charles Proctor, Kenneth Burgess, Alan Knight, Lance Smith and Mayor Whitfield. Jodi Wilkeson attended virtually via GoToMeeting +1 (571) 317-3122 – Access Code: 379-296-029. City Manager William Poe was present. City Attorney Matthew Maggard was absent.

Staff present: IT Director Mike Panak, Finance Supervisor Jessica Carter and City Clerk Lori Hillman.

1. WORKSHOP ITEM

1.1 CivicClerk Board Agenda Training

Implementation Consultant Justin LaRue with CivicPlus walked Councilmembers through the process of navigating the Board portal of the CivicClerk Agenda Software.

A recording of the meeting can be accessed

<https://boardsync.vids.io/videos/069dd9b71e1ee5c28f/zephyrhills-fl-civicclerk-board-agenda-training-mp4>

PASSWORD: CivicClerk2021

Meeting adjourned: 6:31 p.m.

Submitted by Lori L. Hillman

COUNCIL WORKSHOP

A Council Workshop was held on August 26, 2021 at 6:45 p.m. in the Council Chambers of City Hall.

President Knight called the meeting to order at 6:45 p.m. Roll call was taken. Present were members Charles Proctor, Kenneth Burgess, Alan Knight, Lance Smith and Mayor Whitfield. Jodi Wilkeson attended virtually via GoToMeeting +1 (571) 317-3122 – Access Code: 379-296-029. City Manager Billy Poe was present. City Attorney Matthew Maggard was absent.

Staff present: Police Chief Derek Brewer, HR Director Sandra Amerson, Planning Director Todd Vande Berg, IT Director Mike Panak, Airport Manager Nathan Coleman, Finance Supervisor Jessica Carter and City Clerk Lori Hillman.

1.1 FY 21-22 Proposed Budget

City Manager William Poe narrated a PowerPoint presentation of the proposed FY 21-22 budget, shown previously on July 26, 2021, and highlighted the changes below:

- Added \$75,000 for the Jeffries House Restoration (Special Revenue Fund).
- Increased City Council and Mayor Salaries by \$100.00 a month.
 - Increase will not affect the Mayor or City Council members for the term to which that member has already been elected. Increases will take effect for newly elected members.
- Reclassification of a Patrol Officer to Sergeant for a total of five (5) Sergeants.
- Add three (3) additional Patrol Officers.
 - General Fund contingency to cover the cost of adding a 3rd Patrol Officer. Two Patrol Officers have been funded in the Police Department's 2021-2022 budget with the third officer funded from the general fund contingency. When the first two positions are filled, the third position will be advertised and funding will move from contingency to the police department's budget.
- Police Department salaries increased by \$2,671.00.

AD VALOREM – No Changes

MILLAGE RATE – Budget based on 6.35 mills, No Changes

GENERAL FUND REVENUES – No Changes

SPECIAL REVENUE & IMPACT FEES – No Changes

PROJECTS/PUBLIC WORKS

- Simons Road Phase II (Transportation Impact Fee) – City Manager William Poe said the design of Simons Road was shifted in an attempt to reduce the impact of building a retaining wall in the low lying area, and in the process, a conflict with the distribution pole was created. There may be an option to underground the distribution although, the associated cost impact is not currently known.
- Sidewalks/Trails – Alex Hulbert, Project Manager at BGE, Inc., is creating a scope of work to connect sidewalks to area schools (Raymond B. Stewart Middle, Woodland Elementary, West Zephyrhills Elementary, and Zephyrhills High) which focuses heavily on the downtown area.
- Park Improvements - added \$100,000.00 for a total of \$1,100,000.00.
- Dairy Road to Kossik Road – This project is currently on hold pending resolution to the Duke Energy Transmission Pole.

PROJECTS/AIRPORT – No Changes

PROJECTS/UTILITIES WATER – No Changes

- Design of City Yard funding may change due to the City applying for a CDBG Infrastructure Grant. If the City is awarded the grant, design costs are covered which will reduce the budget.

PROJECTS/ UTILITIES WASTEWATER

- North Side Lift Station & Force Main – The City has applied for Federal funding through Congressman Gus Bilarakis’ Office in the amount of \$1.5M. The City has also applied for a Septic to Sewer grant through the state of Florida to assist with four septic-to-sewer projects not included in the presentation (Lakeview Mobile Home Park, Gem Estates, Otis Mooney Subdivision and the south end of town along U.S. 301 between C Avenue and Tucker Road).

VEHICLES

- Added \$102,000.00 for 5-7 Police vehicles, originally budgeted five (5).

EQUIPMENT – No Changes

- CAD System Upgrade funding is budgeted. Consolidation conversations are on-going with a lessor cost.

PROJECTS/CRA – No Changes

PERSONNEL

- Reclassification of a Patrol Officer to Sergeant for a total of five (5) Sergeants.
- Add three (3) additional Patrol Officers.
 - When the first two positions are filled, funding will move from contingency to the police department’s budget to cover the cost of adding a 3rd Patrol Officer.

Mayor Whitfield voiced his support in favor of including six (6) new patrol officers in the budget and the importance of taking a second look. He said the City is spread out, stating it is seven (7) miles from the north end to the south end of town and added the Police Chief is very progressive with plans to initiate a special unit. He said if six (6) Patrol Officers are not budgeted this year, he will be back next year with the same request.

City Manager William Poe agreed with the Mayor that as the City continues to grow, additional officers have to be added. Financially, the City is not able to add six (6) Patrol Officers without cutting from other departments. He said there is a plan to increase personnel within the next two to three years.

Councilman Burgess doesn’t want the Police Chief sticking his finger in the dike, he wants the City to be proactive which requires manpower.

Spoke from the floor: Police Chief Derek Brewer – City of Zephyrhills Police Department

Police Chief Brewer said he created three staffing scenarios; one for calls for service and two that were reflective of the City’s department which all alluded to 40 officers as the logical number. The National average recommends an additional 3 to 4 Patrol Officers. He conveyed his appreciation to Council for their support. He said ideally he wants six (6) patrol officers but stated police applications are down and he anticipates some retirements. The department will begin aggressively recruiting outside the state of Florida to find applicants who want to locate to the Zephyrhills community that supports their police officers.

FIRE DEPARTMENT – No Changes

Councilwoman Wilkeson said the City will be in a better position financially next year to add three (3) Patrol Officers given the surplus from the transition of the Fire Department to Pasco County.

DISCUSSION ITEMS

- Pay Increases – 3% plus \$.41, No Changes
- Minimum Wage Increase
 - Minimum wage will increase to \$15.00 an hour by September 30, 2026. A \$.41 per hour increase for all employees is proposed over a five year period

- which will raise the lowest paid employee to \$15.00 an hour and maintain separation between the paygrades. A \$2.50 an hour increase over the next five years plus each year's increase.

MEETING SCHEDULE – No Changes. Public Hearings are scheduled for September 13, 2021 (First Reading of the Millage and Budget) and September 17, 2021 (Second Reading of the Millage and Budget).

City Manager William Poe said the 21-22 proposed budget is \$75M, a \$15M increase from last year. In closing, Mr. Poe highlighted:

- The National Guard will invest \$20M to \$25M to locate to Zephyrhills north of the airport.
- Senator Burgess is focused on securing funding to renovate the Home Theatre on 5th Avenue and generate foot traffic downtown.
- The City received over \$7.6M in state appropriations funding last year, \$8.2M in American Rescue Plan Act (ARPA) funding, and \$1.5M in federal funding through Gus Bilirakis' office, multiple FAA grants, and \$6M in state appropriations funding in 2018 for the runway extension.
- The City has applied for \$27M in CDBG Infrastructure funding, \$20M for Septic-to-Sewer improvements and State Resiliency Grant funding for a Stormwater Utility Fee to assist with Stormwater projects.
- The City is requesting \$14M in state appropriations funding this year.

Councilman Smith suggested the City partner with Pasco County 50/50 on the Simons Road / Fort King Road project similar to the 50/50 Interlocal Agreement between Pasco County and the City of Zephyrhills for Improvements to C.R. 54 from U.S. 301 to 23rd Street since the road will be utilized by Pasco County residents as well as citizens of Zephyrhills.

Councilman Smith said the Rotary Club has paid \$6,000 to \$8,000 annually to operate and maintain the Boys and Girls Scout Hut at Shepherd Park for years. Since COVID, the Rotary Club has lost members and no longer has the funds to continue. He requested Council mull over the possibility of the City assuming the responsibility.

Councilman Proctor said the City is fortunate to have amazing employees and suggested a mid-year bonus in addition to a 3% increase. He also requested an additional officer in addition to the three (3) Patrol Officers budgeted.

Councilman Knight said he supports a 3% increase City-wide plus \$.41 and three (3) Patrol Officers.

Councilman Smith supports a mid-year flat stipend/bonus.

Councilwoman Wilkeson is supportive of a mid-year bonus.

Meeting adjourned: 7:50 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 2.6

Approval of FAA AIP Grant No. ZPH-SOG-3-12-0089-023-2021 for the Reconstruction of Taxiway A - No. 24-21-06

Issue:

Taxiway A pavement is well below state standards and needs reconstructed.

Background:

Attachment(s):

1. ZPH-SOG-3-12-0089-023-2021-Grant Agreement - unsigned

Fiscal Impact:

FY 21/22 Budget

Staff Recommendation:

Acceptance of the (FAA) AIP Grant number # **ZPH-SOG-3-12-0089-023-2021**



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando ADO
8427 South Park Circle
Suite 524
Orlando, FL 32819

August 25, 2021

Mr. Nathan R. Coleman
Airport Manager
Zephyrhills Municipal Airport
39450 South Avenue
Zephyrhills, FL 33542

Dear Mr. Coleman:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0089-023-2021 at Zephyrhills Municipal Airport in Zephyrhills, Florida. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.

2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Jennifer Ganley, (407) 487-7237, is the assigned Program Manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bart Vernace", is positioned below the "Sincerely," text.

Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 25, 2021
Airport/Planning Area	Zephyrhills Municipal Airport
FY2021 AIP Grant Number	3-12-0089-023-2021
Unique Entity Identifier	072545981
TO:	City of Zephyrhills
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 17, 2021, for a grant of Federal funds for a project at or associated with the Zephyrhills Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Zephyrhills Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A Lighting, Rehabilitate Taxiway A

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$3,487,973.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 3,487,973 airport development or noise program implementation; and,

\$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 22, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated December 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal.

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Zephyrhills

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Zephyrhills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of May 17, 2021.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

CONSENT ITEMS 2.7

Approval of State of Florida, Department of Economic Opportunity – HL135 – SVB Phase II – No. 24-21-07

Issue:

Approval of State of Florida, Department of Economic Opportunity Funding Agreement – HL135 – SVB Phase II.

Background:

The City of Zephyrhills was awarded an appropriation from the State of Florida this year to construct Phase II of the Sarah Vande Berg Tennis Center. This appropriation is distributed through the Florida Department of Economic Opportunity. The funding agreement will cover the design and construction of four hard courts and an indoor multi-use facility. The City has until June 30, 2023 to expend the funds.

Attachment(s):

1. State of Florida, Department of Economic Opportunity HL135 SVB Phase II Funding Agreement

Fiscal Impact:

FY 2021-22 budget includes the \$4,665,000 for design and construction of Phase II of SVB.

Staff Recommendation:

Staff recommends approval of agreement (HL135) with the State of Florida, Department of Economic Opportunity in the amount of \$4,665,000.

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS GRANT AGREEMENT NUMBER HL135 (“Agreement”) is made and entered into by and between the **State of Florida, Department of Economic Opportunity** (“DEO”), and the **City of Zephyrhills, Florida** (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of **July 1, 2021** (the “Effective Date”) and shall continue until the earlier to occur of (a) **June 30, 2023** (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period”.

B. FUNDING

This Agreement is a Cost Reimbursement Agreement. DEO shall pay Grantee up to **Four Million Six Hundred Sixty-Five Thousand Dollars and Zero Cents (\$4,665,000.00)** in consideration for Grantee’s performance under this Agreement. DEO shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. DEO shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not

expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures. (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>)

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. Section 215.971, Florida Statutes ("F.S."). Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. Audit Compliance. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. Records Compliance. DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the

requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. Identification of Records. Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. Keeping and Providing Records. DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

4. Audit Rights. Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. Single Audit Compliance Certification. Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@deo.myflorida.com. Grantee's timely

submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.

6. Ensure Compliance. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24 hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.

2. Termination for Cause: DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience: DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Grantee's Responsibilities Upon Termination: If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. Force Majeure and Notice of Delay from Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor

the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s)

have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. Limitations on Advertising of Agreement. DEO does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. Disclosure of Sponsorship. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. Recoupment. Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. Overpayments. If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.

3. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee's discovery of an Overpayment or receipt of notification from DEO that and Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity." Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. Right of Set-Off. DEO and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other

reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited

to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright

interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The

Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. Section 448.095, F.S., the State of Florida requires the following:
 - a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. Waiver. No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense

of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. Attorneys' Fees, Expenses. Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. Dispute Resolution. DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND DEO CONTACTS

Grantee's Payee:	Grantee's Agreement Manager:
City of Zephyrhills	Audrey McGuire
5335 8 th Street	5335 8 th Street
Zephyrhills, Florida 33542	Zephyrhills, Florida 33542
Phone: (813) 780-0000, ext. 3502	Phone: (813) 780-0000, ext. 3502
Fax: (813) 780-0005	Fax: (813) 780-0005
Email: AMcGuire@ci.zephyrhills.fl.us	Email: AMcGuire@ci.zephyrhills.fl.us

DEO's Agreement Manager:

Bridgett Jackson
107 East Madison Street
Tallahassee, Florida 32399
Phone: (850) 245-7459
Fax: (850) 245-7470
Email: Bridgett.Jackson@deo.myflorida.com

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

	DEPARTMENT OF ECONOMIC OPPORTUNITY		CITY OF ZEPHYRHILLS, FLORIDA
By	_____	By	_____
	Signature		Signature
	_____		_____
Title	Dane Eagle Secretary	Title	W. Alan Knight City Council President
	_____		_____
Date	_____	Date	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

ATTACHMENT 1 SCOPE OF WORK

1. PROJECT DESCRIPTION: The 2021-2022 General Appropriations Act, line 2236A, appropriated Four Million Six Hundred Sixty-Five Thousand Dollars and Zero Cents (\$4,665,000.00) to the City of Zephyrhills, Florida (“Grantee”) for the Sarah Vande Berg Tennis Center (the “Project”). Funding under this Agreement will be used for the design and construction of an indoor tennis and athletic facility and a minimum of four (4) additional hard surface tennis courts with associated drainage, parking and landscaping. The facility will provide access for low-income residents and children as well as tennis tournaments and events.

2. GRANTEE RESPONSIBILITIES: Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

- a) Design and Permitting Services:
 - i. Grantee shall submit to DEO’s Agreement Manager a copy of the final Design Plan and associated building permits for the Project
- b) Construction Activities in accordance with the final plans and budget:
 - i. Construct facility
 - ii. Landscaping
 - iii. Construct a minimum of four (4) additional hard surface tennis courts
- c) Provide DEO copies of all contracts and subcontracts entered into in furtherance of the Project, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with Grantee’s policies and procedures, and with applicable law.
- d) In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations, including but not limited to any applicable requirements of Chapter 255, Florida Statutes.

3. DEO’S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits as determined necessary by DEO, and process payments to Grantee.

4. DELIVERABLES:

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Design and Permitting Services for the Project		
Tasks	Minimum Level of Service	Financial Consequences
Submit final Design Plan and associated building permits for the Project in accordance with Section 2(a) of this Scope of Work.	Grantee may request reimbursement upon completion of Design and Permitting Services in accordance with Section 2(a) of this Scope of Work in the following increments: 25%, 50%, 75%, and 100%, as	Failure to complete the Minimum Level of Service shall result in non-payment.

	evidenced by the following documentation: a. Completed AIA Forms G702 and G703 or their substantive equivalents, signed by a licensed professional certifying to the percentage of Project completion; b. Submittal of the final Design Plan; c. Copies of the building permits; and d. Invoice package in accordance with Section 6 of this Scope of Work.	
Deliverable No. 2 – Construction Activities for Sarah Vande Berg Tennis Center		
Tasks	Minimum Level of Service	Financial Consequences
Complete the Construction Activities in accordance with Section 2(b) of this Scope of Work.	Grantee may request reimbursement upon completion of Construction Activities in accordance with Section 2(b) of this Scope of Work in the following increments: 25%, 50%, 75%, and 100%, as evidenced by the following documentation: a. Completed AIA Forms G702 and G703 or their substantive equivalents, signed by a licensed professional certifying to the percentage of Project completion; b. Photographs of Project in progress; and c. Invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service shall result in non-payment.
Total Cost Not to Exceed: \$4,665,000.00		

5. REPORTING:

5.1 Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to DEO within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required**

reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed or otherwise allowable by law.

5.2 Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

5.3 Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **AUDIT REQUIREMENTS AND COMPLIANCE** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

6.1 Grantee shall provide one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. DEO may request any information from Grantee that DEO deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s). At DEO's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to DEO no later than 60 days after this Agreement ends and DEO may, at DEO's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

6.2 Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

6.2.1 A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;

6.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

6.2.3 A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

6.2.4 Before and after photographs of the completed work;

6.2.5 A copy of all supporting documentation for vendor payments;

6.2.6 A copy of the cancelled check(s) specific to the project; and

6.2.7 A copy of the bank statement that includes the cancelled check.

6.3 The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

6.4 All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

7. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2021, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

7.1 Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to DEO's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.

7.2 Quarterly update reports shall be provided to DEO's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received

from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room

401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or Paper (hard copy):
Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:****SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project ***DEPARTMENT OF ECONOMIC OPPORTUNITY; CSFA 40.038; DIVISION OF
COMMUNITY DEVELOPMENT*** - \$ 4,665,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. ***ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK***
2. ***N/A***
3. ***N/A***

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -

Attachment 3**AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative_____
Date_____
Printed Name of Authorized Representative_____
Title of Authorized Representative

BUSINESS ITEMS/PUBLIC HEARING 3.1

First Reading of Ordinance No. 1422-21 Millage Rate

Issue:

At the July 12, 2021 City Council meeting, Council voted to set the preliminary millage rate at 6.35. The preliminary rate can be decreased prior to final adoption, but cannot be increased.

The certified taxable value is \$946,676,382. At the current year tax rate of 6.35 mills, ad valorem tax revenues in the General Fund are anticipated to increase by \$655,904. Based on the current year taxable value, one mill equals approximately \$946,676 in tax revenue to the City.

	Millage Rate	Fiscal Year	Levy	95% Budget	Increase
Last Year	6.35	2021	5,320,970	5,054,922	0
Rolled Back Rate	6.0279	2022	5,706,471	5,421,147	366,226
Current Rate	6.35	2022	6,011,395	5,710,825	655,904
	7.00	2022	6,626,735	6,295,398	1,240,476

Background:

The Florida Statutes dictate the way local governments calculate and approve their millage rates. Different levels of millage have certain minimum voting requirements. Within thirty-five days of the Certification of Taxable Value, which was August 4th, the City must set the proposed millage rate for advertisement on the Truth in Millage (TRIM) notices.

Attachment(s):

1. Ordinance 1422-21 - Adopt Millage

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of Ordinance 1422-21, setting the tentative millage rate at 6.35 mills.

ORDINANCE NO.: 1422-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2021-2022 FOR THE CITY OF ZEPHYRHILLS.

WHEREAS, the City Council of the City of Zephyrhills, Florida, has timely advised the Pasco County Property Appraiser's office that it proposed to levy a millage rate of 6.35 mills, which is more than the rolled back rate of 6.0279 mills computed pursuant to Florida Statute 200.065(1) by 5.34%; and

WHEREAS, the City Council of the City of Zephyrhills, Florida did on September 13, 2021 conduct a Public Hearing and a second Public Hearing on September 27, 2021, and following the second Public Hearing, did adopt a tentative budget of Seventy-Five Million Two Hundred Ninety-Six Thousand Six Hundred Eighty Dollars and No Cents (\$75,296,680).

WHEREAS, the City Council of the City of Zephyrhills, Florida did advertise on September 23, 2021, its intent to adopt a final budget and millage rate during a Public Hearing held September 27, 2021; and

WHEREAS, the City Council of the City of Zephyrhills, Florida, did after receiving input from the general public, adopt a final budget of Seventy-Five Million Two Hundred Ninety-Six Thousand Six Hundred Eighty Dollars and No Cents (\$75,296,680).

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, sitting in regular session that:

1. The millage rate to be levied for ad valorem taxes within the municipality of the City of Zephyrhills for the 2021-2022 fiscal year shall be 6.35 mills, said rate has not changed.
2. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1422-21 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 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1422-21 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1422-21 was approved by me this 27th day of September, 2021.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney



CITY OF ZEPHYRHILLS

"City of Pure Water"

5335 Eighth Street • Zephyrhills, Florida 33542-4312
(813) 780-0000 • Fax (813) 780-0005

GENE WHITFIELD
Mayor

CITY COUNCIL

KENNETH M. BURGESS, JR.
President

CHARLES E. PROCTOR
Vice President

W. ALAN KNIGHT

JODI WILKESON

LANCE A. SMITH

WILLIAM C. POE, JR.
City Manager

LORI L. HILLMAN
City Clerk, CMC

MATTHEW E. MAGGARD
City Attorney

September 13, 2021

Honorable Mayor and City Council:

This current fiscal year millage rate is 6.35 mills. The proposed budget draft as presented is based on a millage of 6.35 as well, which will generate \$5,710,825 in ad valorem taxes based on a citywide property valuation of \$946,676,382. Last year's valuation was \$843,343,128 and the ad valorem generated was \$5,054,922. Total budget expenditures are expected to be \$75,296,680.

- The proposed budget is balanced and is based on the 6.35 millage rate as approved by Council.
- Employee salary and benefits are included under each department. Total costs for health care increased 1.4%.
- The proposed budget includes a pay increase of 3% for employees and \$.41 cents to work towards the \$15.00 minimum wage increase.
- General Fund revenue sources include franchise fees, utility taxes, communication taxes, licenses and permits, state grants, state revenue sources, county shared funds (occupational licenses), building fees, other services fees, fines and forfeitures, interest income, miscellaneous fees and services and interfund transfers.
- Airport runway appropriation of \$6,600,000.
- Carryover (budgeted reserves) decreased to zero.
- **City Council** expenses for group health increased to allow Council to utilize the City's health benefits at 80/20. Salaries increased by \$100 a month which will take affect at each election for the newly elected Council member.
- **Administration** Increase to Marketing and Publicity for the PIO to work on City marketing and branding. Increase to Historic Preservation grants to allow more grants in the community.
- **Human Resources** Worker's Compensation decreased by \$90,436 (-45%), it is now distributed to all funds as an expense. Property and Casualty expenses increased by \$120,175 (13%).
- **IT** budgeted \$30,000 for a new SUV (General Fund), \$23,000 for Police laptops and a 10 GB backbone switch (Penny Funds).
- **Police** expenses will include \$437,154 for solar speed signs, incident command vehicle renovations, gator utv, voice stress analysis, and CAD system upgrade. In addition, there will be \$357,000 (Penny Funds) for the purchase of five to seven vehicles.



CITY OF ZEPHYRHILLS

"City of Pure Water"

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(813) 780-0000 • Fax (813) 780-0005

GENE WHITFIELD
Mayor

CITY COUNCIL

KENNETH M. BURGESS, JR.
President

CHARLES E. PROCTOR
Vice President

W. ALAN KNIGHT

JODI WILKESON

LANCE A. SMITH

WILLIAM C. POE, JR.
City Manager

LORI L. HILLMAN
City Clerk, CMC

MATTHEW E. MAGGARD
City Attorney

- **Fire** has merged with Pasco County Fire Rescue. Operating expenses will be \$1,146,703 to Pasco County per contract and \$75,000 for PSAP.
- **Building** will purchase a SUV for Code Enforcement \$30,000.
- **Library** will increase reserves to \$46,042.
- **Equipment Maintenance** will spend \$15,450 on diagnostic scanner software for heavy vehicles and light vehicles, EVAC waste oil drain, wheel balancing machine and a Freon recovery machine.
- **Stormwater** has budgeted \$150,000 to get started on priority areas within Stormwater Master Plan (General Fund & Penny), \$35,000 for retention pond fencing and \$25,000 for pumping station upgrades.
- **Streets** will spend \$120,000 for a paving machine and trailer (Gas Tax), \$125,000 grapple truck (Penny), and \$600,000 for street resurfacing (Gas Tax).
- **Parks** will spend \$69,000 for a 2 zero turn mowers, 2 lawn trailer and a 72" turf mower (Gas Tax), \$150,000 for playground equipment (Park Impact Fee).
- **CRA** revenues are expected to increase from \$426,470 to \$562,848. Capital projects include: Little But Loud \$250,000, \$320,000 Methodist Church Parking Lot and Entrance Signage \$102,500.
- **Water** major projects include line replacement \$150,000 (R&R), GIS mapping \$75,000, design of utilities building and land clearing \$350,000 (SRF), well rehabilitation \$70,000, SCADA \$30,000, water line from Copeland. to Tucker Rd along US 301 \$2,000,000 (SRF), water line from Phelps Rd. to Simons Rd. along Ft. King \$1,500,000 (SRF), and \$100,000 for a generator at well #10. \$130,000 is also budgeted for a new tractor backhoe.
- **Wastewater** major projects include a surge tank \$1,000,000; sewer line replacement \$350,000; lift station alarm upgrades \$60,000; rehabilitation of 3 lift stations \$400,000; rehabilitation of approximately 100 manholes \$400,000; lift station generator \$85,000; sludge holding tank coating \$50,000; and Northside lift station and force main \$4,000,000. An additional \$75,000 is budgeted for a new truck.
- **Airport** received a state appropriation for \$6,600,000 for Jet Parking Lot (FDOT 100%) and Taxiway Alpha design and construction (FAA 100%).
- **Sanitation** will spend \$125,000 on a new grapple truck, \$80,000 for a new crane services truck, \$50,000 for a curotto can cart lift, \$50,000 for a ¾ ton truck, \$40,000 for an admin vehicle and \$3,500 for a gas powered air compressor.



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City Manager

LORI L. HILLMAN
City Clerk, CMC

MATTHEW E. MAGGARD
City Attorney

Major Project for FY2022

- SVB Indoor Tennis Facility \$4,655,000 (100% State Funded)
- Simons Road Phase 2 \$2,300,000 (Transportation Impact Fee)
- Sidewalks \$1,000,000 (P4P)
- Park Improvements \$1,100,000 (P4P)
- Hercules Park Design \$300,000 (P4P)
- Eiland & Simons Intersection \$800,000 (Transportation Impact Fee)
- Dairy Rd to Kossik Rd \$800,000 (Transportation Impact Fee)
- CR 54 East of Hercules \$581,907 (P4P)
- 7th St Milling & Restoration \$575,000 (P4P)
- Design of City Yard \$350,000 (P4P)
- Gateway Project \$350,000 (Transportation Impact Fee)
- Jennifer Lane Design & Con \$120,000 (Transportation Impact Fee)

Additional Personnel

- Human Resources Specialist +1
- Senior Maintenance Mechanic +1
- Utilities Service Worker (I, II, or III) – Water +1
- Utilities Service Worker (I, II, or III) – Wastewater +1
- Detective/Patrol Officer/K-9 +3

Sincerely,

William C. Poe, Jr.
City Manager

ORDINANCE NO.: 1423-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2021-2022 FISCAL YEAR.

WHEREAS, the City Council of the City of Zephyrhills, Florida, adopted a tentative budget in the amount of Seventy-Five Million Two Hundred Ninety-Six Thousand Six Hundred Eighty Dollars and No Cents (\$75,296,680).

WHEREAS, the City Council of the City of Zephyrhills, Florida has scheduled a Public Hearing and timely advertised, according to law, a Public Hearing on the budget rate for the purpose of receiving input from the general public and the purpose of answering any and all questions prior to the adoption of any measure by this governing body pertaining thereto; and

WHEREAS, the City Council of the City of Zephyrhills, Florida has concluded the Public Hearing and considered all comments.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, sitting in regular session that:

1. The proposed budget for the 2021-2022 fiscal year for the municipality of the City of Zephyrhills is hereby adopted in the amount of Seventy-Five Million Two Hundred Ninety-Six Thousand Six Hundred Eighty Dollars and No Cents (\$75,296,680).
2. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1423-21 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 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1423-21 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1423-21 was approved by me this 27th day of September, 2021.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney

CITY OF ZEPHYRHILLS
Draft Budget
Year End September 30, 2022

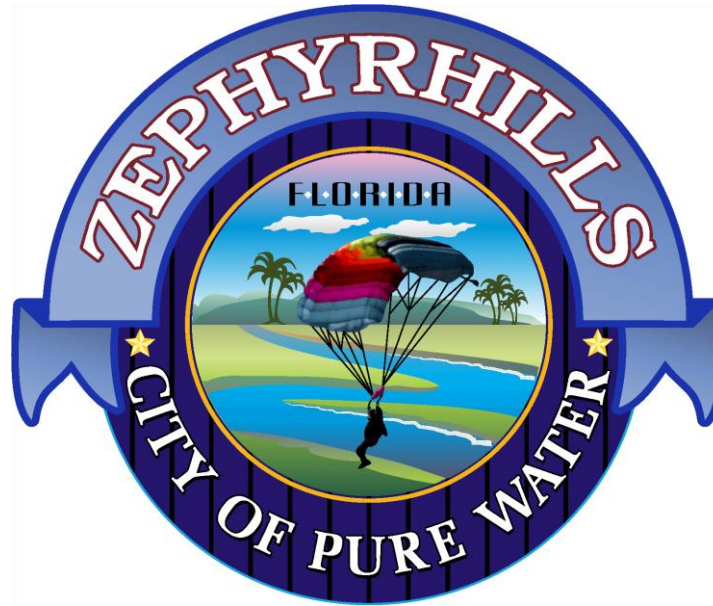


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City of Zephyrhills
Total Budget
Year End September 30, 2022

	Fund	Budget FY19/20	Budget FY20/21	Budget FY21/22	Transfers	Use of Fund Balance	Total Revenue
	General Fund	15,627,163	15,329,323	15,655,783	1,792,755	727,117	13,135,911
	Special Revenue Fund	10,577,667	7,215,288	13,154,724	-	5,235,724	7,919,000
	CRA Fund	487,010	578,244	879,814	-	316,366	563,448
	Impact Fee Fund	4,961,771	6,291,200	6,143,835	-	4,606,435	1,537,400
	Utility Impact Fee Fund	3,003,046	4,328,597	6,292,000	-	5,000,000	1,292,000
	Utility Fund	21,554,006	16,439,837	22,766,563	6,292,000	-	16,474,563
	Airport Fund	8,093,128	8,450,470	8,440,931	285,030	100,000	8,055,901
	Sanitation Fund	1,989,824	1,854,334	1,963,030	-	120,609	1,842,421
Total Revenue Budget		66,293,615	60,487,293	75,296,680	8,369,785	16,106,251	50,820,644

	Fund	Budget FY19/20	Budget FY20/21	Budget FY21/22	Transfers		Total Expenditures
	General Fund	15,627,163	15,329,323	15,655,783	18,740		15,637,043
	Special Revenue Fund	10,577,667	7,215,288	13,154,724	-		13,154,724
	CRA Fund	487,010	578,244	879,814	-		879,814
	Impact Fee Fund	4,961,771	6,291,200	6,143,835	-		6,143,835
	Utility Impact Fee Fund	3,003,046	4,328,597	6,292,000	6,292,000		-
	Utility Fund	21,554,006	16,439,837	22,766,563	1,607,605		21,158,958
	Airport Fund	8,093,128	8,450,470	8,440,931	20,000		8,420,931
	Sanitation Fund	1,989,824	1,854,334	1,963,030	431,440		1,531,590
Total Expenditures Budget		66,293,615	60,487,293	75,296,680	8,369,785		66,926,895

City of Zephyrhills
General Fund
Line-Item Revenue Budget

Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	Comments
AD Valorem Taxes					
Property Taxes	01000311-311000	4,617,383	5,054,921	5,710,825	
Total AD Valorem Taxes		4,617,383	5,054,921	5,710,825	
Utility Service Taxes					
Electric	01000314-314100	2,081,576	1,771,600	2,044,000	
Communication Service Tax	01000315-315000	546,294	480,000	608,000	EDR
LP Gas	01000314-314800	29,408	31,200	29,700	
Business Tax	01000316-316000	103,816	62,000	61,000	
Total Utility Service Taxes		2,761,094	2,344,800	2,742,700	
Permits Fees SPCL Assessments					
Building Permits	01000322-322000	833,954	600,000	800,000	
Electric Franchise Fee	01000323-323100	1,630,722	1,550,000	1,571,000	Franchise agreement with Duke Energy
Gas	01000323-323400	3,028	4,000	3,500	
Plans Review-Fire	01000329-329004	6,634	8,600	5,600	
Inspections-Fire	01000329-329006	4,849	4,500	3,800	
Permits-Fire	01000329-329008	10,257	10,000	18,500	
False Security Alarms-Police	01000329-329011	3,600	4,320	4,000	
Safety Inspections	01000329-329200	810	600	400	
Alcoholic Beverage License	01000335-335150	15,323	15,000	15,000	
Local Government Half-Cent Tax	01000335-335180	1,169,437	930,683	1,202,354	EDR
Total Permits Fees SPCL Assessments		3,678,614	3,127,703	3,624,154	
State Shared Revenues					
Municipal Revenue Sharing	01000335-335120	415,870	500,000	526,256	EDR
State Appropriation - CPP (Planning)	01000334-334110	-	-	35,000	Competitive Partnership Program Grant
Mobile Home License	01000335-335140	131,807	135,000	155,000	
Total State Shared Revenues		547,677	635,000	716,256	
Local Shared Revenues					
County Occupational Licenses	01000343-338200	-	3,500	-	
Total Local Shared Reveunes		-	3,500	-	

**City of Zephyrhills
General Fund
Line-Item Revenue Budget**

Account Name		Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	Comments
Charges For Services						
	Building Administrative Fees	01000341-341200	9,945	30,000	14,500	Developer Charges for Eng Review
	Code Enforcement Mowing	01000343-343900	6,152	14,000	10,000	
	Library Income (Fines/Donations)	01000352-352100	2,042	2,500	2,000	
	Airport Venue	01000347-347510	-	2,000	-	
	Intergovernmental Services	01000349-349100	242	300	300	
Total Charges for Services			18,381	48,800	26,800	
Fines & Forfeitures						
	Fines & Forfeitures	01000351-351100	49,471	54,000	60,000	
Total Fines & Forfeitures			49,471	54,000	60,000	
Interest Income						
	Interest Income - General	01000361-361100	79,384	100,000	100,000	
Total Fines & Forfeitures			79,384	100,000	100,000	
Miscellaneous Revenue						
	Library Income Sales Taxable	01000369-369930	30	200	200	
	Building Rentals & Leases	01000362-362200	20,056	12,000	23,000	
	City's 5% Admin Fee Police/Fire Impact	01000341-341303	10,358	7,400	12,500	
	City's 1% Collection Fee - Trans	01000341-341301	7,393	8,000	-	
	Cemetery Sales	01000364-364100	23,745	25,000	25,000	
	Surplus Property Sales	01000364-364400	45,755	10,000	10,000	
	Sales of Surplus Materials	01000365-365000	303	1,800	1,000	
	Contrib/Donations fr Priv Srcs	01000366-366100	16,384	-	-	
	Miscellaneous Revenue	01000369-369900	35,491	50,000	50,000	
	FDOT Street Lightning Reimbursement	01000369-369905	29,893	29,893	33,476	
	Vending Machine Income	01000369-369910	-	100	-	
	Other		244,169	-	-	
Total Miscellaneous Revenue			433,577	144,393	155,176	

**City of Zephyrhills
General Fund
Line-Item Revenue Budget**

Account Name		Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	Comments
Transfers In - Interfund						
	Transfer Fr Utility (Administration)	01000341-341341	1,037,026	1,237,898	1,372,755	
	Transfer Fr Airport (Administration)	01000341-341342	20,000	20,000	20,000	
	Transfer Fr Sanitation (Administration)	01000341-341343	701,258	480,000	400,000	
	Transfer Fr Special Revenue	01000381-381010	-	-	-	
	Transfer Fr Impact Fees	01000381-381012	-	-	-	
Total Transfers In - Interfund			1,758,284	1,737,898	1,792,755	
Other - Budgeted Reserves						
	Budgeted Reserves	01000300-300100	1,888,874	1,640,349	-	
	Budgeted Reserves: Payouts of Accum Time	01000300-300100	400,000	400,000	500,000	
	Budgeted Reserves: Police	01000300-300100	20,402	-	-	
	Budgeted Reserves: Federal Equity Share	01010300-300100	17,241	-	17,250	
	Budgeted Reserves: CAD Program	01040300-300100	163,825	-	163,825	
	Budgeted Reserves: Library Donations	01050300-300100	-	37,959	46,042	
Total Other - Budgeted Reserves			2,490,342	2,078,308	727,117	
Total General Fund Revenue Budget			16,434,207	15,329,323	15,655,783	326,460.11

City of Zephyrhills
General Fund Summary Expenditure Budget

	Departments	FY20 Actual		FY21 Budget		FY22 Proposed	
1	City Council	96,812		205,629		213,580	gen
2	Administration	760,831		1,273,092		1,550,561	gen
3	Economic Development	50,000		70,000		105,000	gen
4	Finance	280,049		426,880		439,726	gen
5	Human Resources	1,472,397		1,672,834		1,786,991	gen
6	Planning	420,654		446,732		496,636	gen
7	Information Technology	780,528		630,579		711,172	gen
8	Police	3,954,717		4,011,681		4,392,049	pub safety
9	Police Dispatch	543,992		592,565		810,916	pub safety
10	Fire	3,035,156		2,290,391		1,172,732	pub safety
11	Building and Code Enforcement	568,523		701,657		818,963	gen
12	Library	355,554		423,884		474,759	Library
13	Public Works: Equipment Maintenance	273,476		308,209		383,757	physical
14	Public Works: Stormwater	16,825		233,500		91,000	physical
15	Public Works: Streets	829,736		987,330		1,102,915	transportation
16	Public Works: Parks and Facilities	936,629		1,054,360		1,105,026	culture
Total General Fund Expense Budget		14,375,877		15,329,323		15,655,783	

City of Zephyrhills
General Fund
City Council Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Council/Mayor Compensation	01001100-511000	36,000	36,000	36,000	36,000	37,000	
	Fica Taxes	01001100-512000	2,232	2,232	2,232	2,232	2,232	
	Medicare Taxes	01001100-521200	522	522	522	522	522	
	Group Health	01001100-523000	-	-	66,275	66,275	73,326	
Total Personnel Services			38,754	38,754	105,029	105,029	113,080	
Operating Expenditures								
	Telephone/Communications	01001100-541000	1,876	1,731	2,200	2,200	2,000	
	Office Supplies	01001100-551000	78	-	500	500	500	
	Operating Supplies	01001100-552000	1,067	92	1,000	1,000	1,000	
	Memberships/Dues	01001100-554200	2,434	2,716	2,900	2,900	3,000	
	Training	01001100-555500	12,603	801	10,000	10,000	10,000	
Total Operating Expenditures			18,058	5,341	16,600	16,600	16,500	
Contributions								
	Contribution to Chamber of Commerce	01001100-582100	10,000	10,000	10,000	10,000	10,000	
	Contribution to YMCA	01001100-582200	-	40,000	40,000	40,000	40,000	
	Scholarships	01001100-582400	20,000	10,000	20,000	20,000	20,000	
	Youth Sport Grants	01001100-582450	10,000	7,000	14,000	14,000	14,000	
Total Contributions			40,000	67,000	84,000	84,000	84,000	
Total City Council			96,812	111,095	205,629	205,629	213,580	

**City of Zephyrhills
General Fund
Administration Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01001200-512000	314,216	236,498	283,814	283,814	303,010	
	Overtime Administration	01001200-514000	-	2	-	-	-	
	Fica Taxes	01001200-521100	18,063	13,827	17,596	17,596	18,787	
	Medicare Taxes	01001200-521200	4,223	3,234	4,115	4,115	4,394	
	Retirement Contributions	01001200-522100	58,475	53,686	56,854	56,854	62,192	
	Group Health	01001200-523000	66,496	51,727	67,273	67,273	94,893	
Total Personnel Services			461,474	358,975	429,652	429,652	483,276	
Operating Expenditures								
	Elections	01001200-530000	4,259	6,005	5,500	5,500	6,000	
	City Attorney	01001400-531000	92,244	80,680	100,000	100,000	95,000	
	Additional Legal Services	01001200-531050	5,055	11,214	23,000	23,000	20,000	
	Medical Services	01001200-531200	111	59	150	150	200	
	Professional Services	01001200-531500	171,301	4,787	25,000	25,000	25,000	
	Credit Card Processing Fees	01001200-533000	-	2,617	1,500	1,500	3,400	
	Contractual Services	01001200-534000	59,465	3,868	10,000	10,000	10,000	
	Ordinance Codification	01001200-537000	7,439	11,092	9,000	9,000	9,000	
	Property Taxes	01001200-538000	-	184	250	250	250	
	Telephone	01001200-541000	1,862	1,480	2,000	2,000	2,600	
	Freight and Postage Services	01001200-542000	927	317	1,000	1,000	1,000	
	Electric	01001200-543000	36,014	34,152	38,000	38,000	40,000	
	Water & Sewer Expense	01001200-543300	6,712	4,454	6,800	6,800	6,800	
	Refuse Removal	01001200-543400	1,551	902	1,500	1,500	2,500	
	Leases and Rentals	01001200-544000	1,927	1,524	2,000	2,000	2,000	
	Copy Machine Leases	01001200-544500	4,699	5,157	5,000	5,000	5,000	
	Repair & Maintenance-Bldg	01001200-546000	1,728	221	4,500	4,500	4,500	
	Repair & Maintenance-Equip	01001200-546100	216	2	500	500	1,000	
	Repair & Maintenance-Vehicles	01001200-546200	1,985	1,185	1,000	1,000	1,000	
	Marketing/Publicity	01001200-548000	8,569	4,221	10,000	10,000	85,000	PIO Marketing and City Branding
	Legal Ads	01001200-549000	3,588	2,966	4,000	4,000	4,000	
	Office Supplies	01001200-551000	2,233	1,783	2,000	2,000	2,000	
	Operating Supplies	01001200-552000	10,111	3,380	8,000	8,000	8,000	
	Gas & Oil	01001200-552700	1,177	107,033	1,500	1,500	1,300	
	Retirement & Empl Celebrations	01001200-552800	15,609	15,900	15,000	15,000	15,000	
	Books & Subscriptions	01001200-554000	95	-	500	500	500	
	Memberships/Dues	01001200-554200	971	1,271	2,000	2,000	5,000	

**City of Zephyrhills
General Fund
Administration Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
	Training	01001200-555500	16,454	2,886	10,000	10,000	9,000	
	Tuition Reimbursement	01001200-555600	4,695	9,373	15,000	15,000	15,000	
Total Operating Expenditures			460,999	318,714	304,700	304,700	380,050	
Capital Outlay								
	City Hall Construction	01001200-565000	1,042,956	-	-	-	-	
	Machinery & Equipment	01001200-564000	-	11,709	-	-	30,000	Admin vehicle
Total Capital Outlay			1,042,956	11,709	-	-	30,000	
Contributions								
	YMCA Grant Program	01001200-582300	-	30,000	-	-	-	
	Historic Preservation	01001200-582500	8,305	14,700	20,000	20,000	50,000	
Total Contributions			8,305	44,700	20,000	20,000	50,000	
Non Operating Expenditures								
	Transfer to Airport Yard Rental	01001200-591420	-	-	18,740	18,740	18,740	
	General Fund Contingency	01001200-599100	-	26,732	500,000	532,843	588,495	
Total Non Operating Expenditures			-	26,732	518,740	551,583	607,235	
Total Administration			1,973,734	760,831	1,273,092	1,305,935	1,550,561	

City of Zephyrhills
General Fund
Economic Development Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Operating Expenditures								
	Contractual Services	01005200-534000	50,000	50,000	50,000	50,000	50,000	Chamber of Commerce
	Marketing	01005200-548000	-	-	5,000	5,000	5,000	
Total Operating Expenditures			50,000	50,000	55,000	55,000	55,000	
Grants & Aid								
	Economic Development Grants	01005200-582700	-	-	15,000.00	15,000	50,000	
Total Grants & Aid			-	-	15,000	15,000	50,000	
Total Economic Development			50,000	50,000	70,000	70,000	105,000	

**City of Zephyrhills
General Fund
Finance Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01001350-512000	138,997	186,888	226,293	226,293	244,040	
	Overtime	01001350-514000	857	-	2,000	2,000	-	
	Fica Taxes	01001350-521100	7,781	10,398	14,030	14,030	15,130	
	Medicare Taxes	01001350-521200	1,820	2,432	3,281	3,281	3,539	
	Retirement Contributions	01001350-522100	19,762	34,556	40,812	40,812	46,282	
	Group Health	01001350-523000	38,638	62,711	80,780	80,780	81,935	
Total Personnel Services			207,855	296,985	367,196	367,196	390,926	
Operating Expenditures								
	Medical Services	01001350-531200	130	174	150	150	150	
	Auditing	01001350-532000	66,285	37,226	39,000	39,000	41,000	
	Contractual Services-TempLabor	01001350-534300	-	2,066	-	-	-	
	Telephone	01001350-541000	756	785	800	800	800	
	Freight and Postage Services	01001350-542000	1,073	59	100	100	100	
	Copy Machine Leases	01001350-544500	-	1,680	1,684	1,684	-	
	Office Supplies	01001350-551000	1,084	751	1,000	1,000	1,000	
	Operating Supplies	01001350-552000	1,655	2,065	2,000	2,000	2,000	
	Books & Subscriptions	01001350-554000	-	-	250	250	250	
	Memberships/Dues	01001350-554200	1,211	375	500	500	500	
	Training	01001350-555500	-	5,775	7,500	7,500	3,000	PACE Training Budgeted under IT
Total Operating Expenditures			72,194	50,955.98	52,984	52,984	48,800	
Capital Outlay								
	Machinery & Equipment	01001350-564000	-	-	6,700.00	6,700.00	-	
Total Capital Outlay			-	-	6,700.00	6,700.00	-	
Total Finance			280,049	347,941	426,880	426,880	439,726	

**City of Zephyrhills
General Fund
Human Resources Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01001370-512000	102,009	106,900	110,776	110,776	161,537	
	Fica Taxes	01001370-521100	5,740	6,096	6,868	6,868	10,015	
	Medicare Taxes	01001370-521200	1,342	1,426	1,606	1,606	2,342	
	Retirement Contributions	01001370-522100	18,152	21,868	23,803	23,803	31,307	
	Group Health	01001370-523000	29,661	31,030	32,502	32,502	51,751	
	Group Health Ins-Retirees	01001370-523100	355,981	265,122	357,285	357,285	359,786	1.4% Increase - 50% Retirees .7%
	Group Life	01001370-523500	11,057	7,215	9,000	9,000	9,000	
	Worker's Compensation	01001370-524000	260,000	255,085	289,500	289,500	199,064	Distributed to all funds
Total Personnel Services			783,942	694,741	831,340	831,340	824,802	
Operating Expenditures								
	Medical Services	01001370-531200	2,144	1,533	2,700	2,700	2,700	
	Professional Services	01001370-531500	9,136	3,334	18,000	18,000	18,000	
	Telephone	01001370-541000	1,184	1,156	1,380	1,380	1,400	
	Freight and Postage Services	01001370-542000	535	661	550	550	550	
	Copy Machine Leases	01001370-544500	1,659	1,814	1,800	1,800	1,800	
	Property and Casualty Ins	01001370-545000	661,467	746,902	801,164	801,164	921,339	
	Recruiting Advertising	01001370-549100	521	1,164	1,000	1,000	1,000	
	Office Supplies	01001370-555100	684	505	800	800	800	
	Operating Supplies	01001370-552000	1,943	1,996	4,000	4,000	4,000	
	Safety Committee	01001370-554100	162	528	1,100	1,100	1,100	
	Memberships/Dues	01001370-554200	983	583	1,000	1,000	1,000	
	Health & Wellness Training	01001370-555550	4,746	3,334	3,000	3,000	3,500	
	Training	01001370-555500	891	3,032	5,000	5,000	5,000	
Total Operating Expenditures			686,055	766,543	841,494	841,494	962,189	
Capital Outlay								
	Machinery & Equipment	01001370-564000	2,400.00	-	-	-	-	
Total Capital Outlay			2,400.00	-	-	-	-	
Total Human Resources			1,472,397	1,461,284	1,672,834	1,672,834	1,786,991	

**City of Zephyrhills
General Fund
Planning Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01001500-512000	230,175	216,383	241,005	241,005	259,417	
	Fica Taxes	01001500-521100	13,084	12,762	14,942	14,942	16,084	
	Medicare Taxes	01001500-521200	3,060	2,985	3,495	3,495	3,762	
	Retirement Contributions	01001500-522100	32,912	35,290	40,418	40,418	35,121	
	Group Health	01001500-531500	53,001	47,065	51,747	51,747	43,877	
Total Personnel Services			332,232	314,484	351,607	351,607	358,261	
Operating Expenditures								
	Medical Services	01001500-531200	-	65	-	-	75	
	Professional Services	01001500-531500	68,341	46,024	70,000	77,508	110,000	Comp Plan Update; \$35K CPP Grant; Grant Writing
	Contractual Services	01001500-534000	-	146	-	-	-	
	Telephone	01001500-541000	1,655	1,557	2,000	2,000	2,000	
	Freight and Postage Services	01001500-542000	114	132	250	250	250	
	Copy Machine Leases	01001500-544500	5,023	4,929	5,000	5,000	5,000	
	R & M - Vehicles	01001500-546200	-	-	-	-	2,000	
	Legal Ads	01001500-549000	845	755	750	2,250	1,500	
	Office Supplies	01001500-551000	796	361	500	500	400	
	Operating Supplies	01001500-552000	235	20	800	800	400	
	Sustainability Program	01001500-552650	-	-	5,000	5,000	5,000	
	Gas & Oil	01001500-552700	284	260	200	200	300	
	Books & Subscriptions	01001500-554000	-	285	125	125	200	
	Memberships/Dues	01001500-554200	1,043	1,040	1,600	1,600	1,750	
	Training	01001500-555500	10,086	853	8,900	8,900	9,500	
Total Operating Expenditures			88,422	56,427	95,125	104,133	138,375	
Total Planning			420,654	370,911	446,732	455,740	496,636	

**City of Zephyrhills
General Fund
Information Technology Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01001600-512000	131,839	174,279	182,922	182,922	196,829	
	Overtime	01001600-514000	-	3,076	-	-	-	
	Fica Taxes	01001600-521100	7,264	10,175	11,341	11,341	12,203	
	Medicare Taxes	01001600-521200	1,699	2,380	2,652	2,652	2,854	
	Retirement Contributions	01001600-522100	23,026	29,569	32,288	32,288	36,522	
	Group Health	01001600-523000	31,958	42,477	43,259	43,259	61,927	
Total Personnel Services			195,786	261,955	272,462	272,462	310,335	
Operating Expenditures								
	Medical Services	01001600-531200	-	-	-	-	75	
	Professional Services	01001600-531500	77,396	18,469	85,000	85,000	65,000	
	Prof Ser - Software & Support	01001600-531700	-	-	214,517	214,517	260,307	Additional Software Added
	Telephone	01001600-541000	2,712	2,842	3,000	3,000	3,000	
	Freight and Postage Services	01001600-542000	595	96	700	700	500	
	Copy Machine Leases	01001600-544500	-	-	-	-	-	
	Repair & Maint-Equipment	01001600-546100	10,391	4,165	10,000	10,000	10,000	
	Office Supplies	01001600-551000	58	-	250	250	250	
	Operating Supplies	01001600-552000	23	220	-	-	250	
	Gas & Oil	01001600-552700	10	20	350	350	350	
	Software	01001600-552900	386,800	308,700	15,000	21,300	18,805	
	Computer Supplies-Programmed	01001600-552950	35,074	18,896	10,000	9,614	7,000	
	Computer Supplies-Misc	01001600-552951	19,867	9,025	5,000	6,386	5,000	
	Memberships/Dues	01001600-554200	200	310	300	300	300	
	Training	01001600-555500	-	-	-	-	-	
Total Operating Expenditures			533,126	362,741	344,117	351,417	370,837	
Capital Outlay								
	Machinery and Equipment	01001600-564000	51,616	-	14,000	13,000	30,000	New SUV
	Budget Reserves	01001600-599100	-	-	-	-	-	
Total Capital Outlay			51,616	-	14,000	13,000	30,000	
Total Information Technology			780,528	624,696	630,579	636,879	711,172	

**City of Zephyrhills
General Fund
Police Department Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01002100-512000	1,825,197	2,053,164	2,068,751	2,068,751	2,302,501	
	Overtime	01002100-514000	116,661	92,869	100,000	100,000	100,000	
	Overtime Tact	01002100-514030	210	160	5,000	5,000	5,000	
	Fica Taxes	01002100-521100	109,998	121,078	128,263	128,263	142,755	
	Medicare Taxes	01002100-521200	25,725	28,317	29,997	29,997	33,387	
	Retirement Contributions	01002100-522100	441,077	517,827	477,313	477,313	540,259	
	Group Health	01002100-523000	515,584	581,576	594,387	594,387	617,797	
Total Personnel Services			3,034,452	3,394,991	3,403,711	3,403,711	3,741,699	
Operating Expenditures								
	K-9 Veterinary Services	01002100-531100	2,054	1,525	4,000	3,000	4,000	
	Medical Services	01002100-531200	2,000	1,578	2,600	1,600	10,000	Life Scan
	Professional Services	01002100-531500	26,359	32,406	49,000	49,000	52,000	
	Credit Card Processing Fees	01002100-533000	-	-	-	-	700	
	Contractual Services	01002100-534000	5,318	3,930	6,500	6,500	12,300	Admin Software Annual Maintenance
	Animal Control	01002100-534200	105,708	112,525	115,901	115,901	127,000	Bill for 2021 came in at 117,652
	Investigations	01002100-535000	-	-	200	200	200	
	Police Supplies	01002100-535100	12,106	20,931	15,000	17,000	17,000	
	Telephone	01002100-541000	32,095	29,007	36,000	36,000	38,000	
	Freight and Postage Services	01002100-542000	600	723	1,100	1,100	1,100	
	Electricity	01002100-543000	52,007	48,926	49,000	49,000	50,000	
	Water & Sewer Expense	01002100-543300	9,344	13,764	15,000	15,000	15,000	
	Refuse Removal	01002100-543400	2,676	2,869	3,500	3,500	3,600	
	Copy Machine Leases	01002100-544500	5,371	5,785	5,800	5,800	6,200	
	Repair & Maint-Buildings	01002100-546000	6,108	5,801	8,000	8,000	10,000	
	Repair & Maint-Equipment	01002100-546100	6,668	6,523	10,000	10,000	12,000	
	Repair & Maint-Vehicles	01002100-546200	47,381	58,287	50,000	50,000	50,000	
	Office Supplies	01002100-551000	4,403	3,540	7,000	7,000	7,500	
	Operating Supplies	01002100-552000	3,372	7,264	8,000	8,000	10,000	
	Uniforms	01002100-552100	12,049	19,908	17,000	18,261	20,000	
	Bullet Proof Vests	01002100-552170	9,001	12,266	8,000	12,207	10,000	
	Firearms & Accessories	01002100-552180	-	3,948	-	-	6,000	
	K-9 Supplies	01002100-552250	2,434	2,390	3,500	3,500	3,500	
	Gas & Oil	01002100-552700	73,245	85,912	108,000	108,000	114,000	
	Memberships/Dues	01002100-554200	2,450	1,919	2,900	2,900	3,000	
	Training	01002100-555500	18,652	21,928	22,000	22,000	30,000	Supervisors Leadership Training
Total Operating Expenditures			441,401	503,655	548,001	553,469	613,100	

City of Zephyrhills
General Fund
Police Department Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Buildings/Bldg Improvements	01002100-562000	219,936	31,558	5,000	5,000	20,000	Floor Tile & Soffit repair
	Machinery and Equipment	01002100-564000	219,582	24,513	54,969	54,969	-	
	Machinery and Equipment	01012100-564000	-	-	-	-	17,250	10K New K-9
Total Capital Outlay			439,518	56,071	59,969	59,969	37,250	
Non Operating Expenditures								
	Reserve-CAD Software		-	-	-	-	-	
	Budget Contingency	01002100-599100	-	-	-	-	-	
Total Non Operating Expenditures			-	-	-	-	-	
Total Police			3,915,371	3,954,717	4,011,681	4,017,149	4,392,049	

City of Zephyrhills
General Fund
Police: Dispatch Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01002150-512000	341,616	322,155	369,444	369,444	402,883	
	Overtime	01002150-514000	41,812	59,687	45,000	45,000	45,000	
	Fica Taxes	01002150-521100	20,960	21,629	22,906	22,906	24,979	
	Medicare Taxes	01002150-521200	4,902	5,058	5,357	5,357	5,842	
	Retirement Contributions	01002150-522100	30,676	34,330	36,945	36,945	42,509	
	Group Health	01002150-523000	130,171	96,581	109,713	109,713	122,678	
Total Personnel Services			570,137	539,440	589,365	589,365	643,891	
Operating Expenditures								
	R & M-Equipment	01002150-546100	-	2,030	-	-	-	
	Training	01002150-555500	1,750	2,522	3,200	3,200	3,200	
Total Operating Expenditures			-	4,552	3,200	3,200	3,200	
Capital Outlay								
	Machinery and Equipment	01042100-564000	-	-	-	-	163,825	CAD System Upgrade
Total Capital Outlay			-	-	-	-	163,825	
Total Police Dispatch			571,012	543,992	592,565	592,565	810,916	

City of Zephyrhills
General Fund
Fire Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01002200-512000	1,381,440	1,659,094	322,500	322,500	-	
	Overtime	01002200-514000	205,214	284,084	-	-	-	
	Fica Taxes	01002200-521100	91,892	113,582	19,995	19,995	-	
	Medicare Taxes	01002200-521200	21,491	26,864	4,676	4,676	-	
	Retirement Contributions	01002200-522100	372,259	435,529	78,851	78,851	-	
	Group Health	01002200-523000	326,499	290,127	70,500	70,500	-	
Total Personnel Services			2,398,795	2,809,280	496,522	496,522	-	
Operating Expenditures								
	Medical Services	01002200-531200	20,783	20,332	-	-	-	
	Professional Services	01002200-531500	-	-	-	42,665	-	
	Contractual Services	01002200-534000	28,841	65,777	1,718,869	1,710,505	1,097,732	
	Telephone	01002200-541000	10,716	9,044	-	-	-	
	Freight and Postage Services	01002200-542000	568	491	-	-	-	
	Electricity & LP Gas	01002200-543000	14,315	13,527	-	-	-	
	Water & Sewer Expense	01002200-543300	2,699	2,963	-	-	-	
	Refuse Removal	01002200-543400	2,662	2,876	-	-	-	
	Copy Machine Leases	01002200-544500	868	2,251	-	-	-	
	Repair & Maint-Buildings	01002200-546000	9,389	9,626	-	-	-	
	Repair & Maint-Equipment	01002200-546100	8,781	10,212	-	-	-	
	Repair & Maint-Vehicles	01002200-546200	67,823	9,278	-	-	-	
	Repair & Maint-Fire Exiting	01002200-546750	-	799	-	-	-	
	Fire Prevention Education	01002200-548100	-	1,246	-	-	-	
	Explorers Program	01002200-548200	3,383	3,586	-	-	-	
	Office Supplies	01002200-551000	4,066	4,835	-	-	-	
	Operating Supplies	01002200-552000	8,641	12,307	-	8,364	-	
	Uniforms	01002200-552100	12,473	10,518	-	-	-	
	ALS Supplies	01002200-552600	10,540	14,684	-	-	-	
	Gas & Oil	01002200-552700	20,087	18,864	-	-	-	
	Software	01002200-552900	-	5,250	75,000	75,000	75,000	PSAP Charges 9-1-1
	Books & Subscriptions	01002200-554000	721	-	-	-	-	
	Memberships/Dues	01002200-554200	1,772	75	-	-	-	
	Training	01002200-555500	12,168	4,291	-	-	-	
Total Operating Expenditures			241,296	222,831	1,793,869	1,836,534	1,172,732	
Capital Outlay								
	Buildings/Bldg Improvements	01002200-562000	68,296	-	-	-	-	
	Machinery and Equipment	01002200-564000	286,162	1,820	-	-	-	
	Bunker Gear	01002200-564080	6,400	1,225	-	-	-	
Total Capital Outlay			360,858	3,045	-	-	-	
Total Fire			3,000,949	3,035,156	2,290,391	2,333,056	1,172,732	

**City of Zephyrhills
General Fund
Building/Code Enforcement Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01002400-512000	330,152	345,061	423,860	423,860	445,028	
	Overtime	01002400-514000	3,564	888	4,000	4,000	4,000	
	Fica Taxes	0100400-521100	18,862	20,199	26,279	26,279	27,592	
	Medicare Taxes	01002400-521200	4,411	4,724	6,146	6,146	6,453	
	Retirement Contributions	01002400-522100	41,970	48,009	59,353	59,353	65,561	
	Group Health	0100-2400-523000	98,949	93,869	105,519	105,519	115,636	
Total Personnel Services			497,908	512,750	625,157	625,157	664,270	
Operating Expenditures								
	Medical Services	01002400-531200	172	0	200	200	200	
	Credit Card Processing Fees	01002400-533000	73	1,931	500	500	60,193	Credit Card Services Fees
	Code Enforcement Costs	01002400-534100	1,499	992	1,500	1,500	1,500	
	Telephone	01002400-541000	4,498	3,289	4,000	4,000	4,000	
	Freight and Postage Services	01002400-542000	2,223	1,704	2,800	2,800	2,800	
	Copy Machine Leases	01002400-544500	1,793	1,672	2,500	2,500	2,500	
	Repair & Maint-Equipment	01002400-546100	9	0	0	0	300	
	Repair & Maint-Vehicles	01002400-546200	2,505	2,572	2,000	2,000	2,500	
	Printing & Binding	01002400-547010	192	368	500	500	500	
	Legal Ads	01002400-549000	0	60	500	500	500	
	Office Supplies	01002400-551000	1,031	1,000	1,000	1,000	2,000	
	Operating Supplies	01002400-552000	1,000	3,075	1,000	1,000	2,000	
	Uniforms	01002400-552100	873	1,058	1,300	1,300	1,300	
	Tools, Small Equipment	01002400-552300	1,408	0	300	300	500	
	Abatements	01002400-552550	645	1,179	1,500	1,500	1,500	
	Demolitions	01002400-552660	5,000	0	15,000	15,000	25,000	
	Gas & Oil	01002400-552700	3,963	4,582	4,500	4,500	4,500	
	Memberships/Dues	01002400-554200	888	435	900	900	900	
	Training	01002400-555500	4,595	2,822	6,500	6,500	12,000	Continuning Education
Total Operating Expenditures			32,367	26,740	46,500	46,500	124,693	
Capital Outlay								
	Machinery & Equipment	01002400-564000	28,697	29,033	30,000	30,000	30,000	SUV for Code Enforcement
Total Capital Outlay			28,697	29,033	30,000	30,000	30,000	
Total Building/Code Enforcement			558,972	568,523	701,657	701,657	818,963	

City of Zephyrhills
General Fund
Library Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01007100-512000	208,996	206,429	238,746	238,746	261,044	
	Overtime	01007100-514000	1,266	-	-	-	-	
	Fica Taxes	01007100-521100	12,584	12,522	14,802	14,802	16,185	
	Medicare Taxes	01007100-521200	2,943	2,928	3,462	3,462	3,785	
	Retirement Contributions	01007100-522100	26,698	29,069	35,079	35,079	40,076	
	Group Health	01007100-523000	15,476	18,042	16,976	16,976	25,827	
Total Personnel Services			267,963	268,991	309,065	309,065	346,917	
Operating Expenditures								
	Medical Services	01007100-531200	-	130	300	300	300	
	Contractual Services	01007100-534000	303	2,424	3,000	3,000	3,000	
	Telephone	01007100-541000	9,170	7,901	11,500	11,500	11,500	
	Freight and Postage Services	01007100-542000	54	23	100	100	100	
	Electricity	01007100-543000	18,165	16,175	18,000	18,000	19,000	
	Water & Sewer Expense	01007100-543300	1,856	2,365	2,000	2,000	3,000	
	Refuse Removal	01007100-543400	-	-	60	60	-	
	Copy Machine	01007100-544500	1,401	1,427	1,800	1,800	1,800	
	Repair & Maint-Buildings	01007100-546000	1,418	320	2,000	2,000	2,000	
	Repair & Maint-Equipment	01007100-546100	1,182	520	1,400	1,400	1,400	
	Promotional Advertising	01007100-548000	666	-	1,000	1,000	1,000	
	Educational Programs	01007100-548100	3,999	424	5,000	5,000	6,000	
	Office Supplies	01007100-555100	796	477	1,000	1,000	1,000	
	Operating Supplies	01007100-552000	5,072	2,800	5,500	5,500	5,500	
	Memberships/Dues	01007100-554200	737	860	1,200	1,200	1,200	
	Training	01007100-555500	350	159	1,000	1,000	1,000	
Total Operating Expenditures			45,169	36,005	54,860	54,860	57,800	
Capital Outlay								
	Library Books & Materials	01007100-566000	20,000	22,000	22,000	22,000	24,000	
	Library Books & Materials	01147100-566000	5,749	3,598	-	-	6,000	
	Machinery & Equipment	01147100-564000	-	24,959	-	-	-	
Total Capital Outlay			20,000	50,558	22,000	22,000	30,000	
Non Operating Expenditures								
	Budget Reserves Current	01007100-599100	-	-	37,959	37,959	40,042	
	Budget Reserves Long Term	01007100-599100	-	-	-	-	-	
Total Non Operating Expenditures			-	-	37,959	37,959	40,042	
Total Library			333,132	355,554	423,884	423,884	474,759	

City of Zephyrhills
General Fund
Public Works: Equipment Maintenance Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	Comments
Personnel Services								
	Salaries	01001900-512000	140,230	139,154	155,917	155,917	206,952	
	Overtime	01001900-514000	3,941	5,258	6,000	6,000	6,000	
	Fica Taxes	01001900-521100	8,076	8,387	9,667	9,667	12,831	
	Medicare Taxes	01001900-521200	1,889	1,962	2,261	2,261	3,001	
	Retirement Contributions	01001900-522100	11,486	13,251	14,742	14,742	21,013	
	Group Health	01001900-523000	49,716	51,942	54,497	54,497	63,885	
Total Personnel Services			215,338	219,954	243,084	243,084	313,682	
Operating Expenditures								
	Telephone	01001900-541000	1,041	1,145	1,700	1,700	2,000	
	Freight and Postage Services	01001900-542000	40	19	75	75	75	
	Electricity	01001900-543000	10,177	8,763	10,000	10,000	11,000	
	Water & Sewer Expense	01001900-543300	3,078	3,342	3,000	3,000	4,000	
	Refuse Removal	01001900-543400	1,393	1,489	2,000	2,000	2,100	
	Copy Machine Leases	01001900-544500	269	270	350	350	450	
	Repair & Maint-Buildings	01001900-546000	803	304	1,000	1,000	2,500	
	Repair & Maint-Equipment	01001900-546100	2,046	1,961	2,000	2,000	3,500	
	Repair & Maint Vehicles	01001900-546200	2,081	2,657	2,000	2,000	4,000	
	Operating Supplies	01001900-552000	2,508	2,776	2,000	2,000	4,000	
	Bulk Oil	01001900-552050	-	1,596	2,500	2,500	2,500	
	Uniforms	01001900-552100	1,541	1,955	2,000	2,000	3,000	
	Tool Allowance	01001900-552300	2,408	3,792	4,000	4,000	4,000	
	Gas & Oil	01001900-552700	7,315	6,944	4,000	4,000	5,000	
	Training	0100-1900-555500	1,047	115	1,500	1,500	1,500	
Total Operating Expenditures			35,747	37,127	38,125	38,125	49,625	
Capital Outlay								
	Building & Building Improve	01001900-562000	-	-	5,000	5,000	5,000	
	Machinery and Equipment	01001900-564000	16,183	16,395	22,000	22,000	15,450	
Total Capital Outlay			16,183	16,395	27,000	27,000	20,450	
Total Equipment Maintenance			267,268	273,476	308,209	308,209	383,757	

City of Zephyrhills
General Fund
Public Works: Stormwater Management Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Operating Expenditures								
	Professional Services	01003800-531000	645	14,390	200,000	200,000	50,000	
	NPDES	01003800-531600	687	687	20,000	20,000	25,000	
	Refuse Removal-Street Sweeping	01003800-543400	1,690	1,718	2,000	2,000	4,000	
	Repair & Maintenance	01003800-546000	-	-	10,000	10,000	10,000	
	Operating Supplies	01003800-552000	2,072	-	1,000	1,000	1,000	
	Training	01003800-555500	558	30	500	500	1,000	
Total Operating Expenditures			5,652	16,825	233,500	233,500	91,000	
Capital Outlay								
	Infrastructure	01003800-563000	1,665	-	-	-	-	
	Machinery and Equipment	01003800-564000	80,546	-	-	-	-	
Total Capital Outlay			82,211	-	-	-	-	
Total Stormwater			87,863	16,825	233,500	233,500	91,000	

**City of Zephyrhills
General Fund
Public Works: Streets Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01004100-512000	379,806	350,638	385,930	385,930	416,450	
	Overtime	01004100-514000	11,049	10,993	12,000	12,000	12,000	
	Fica Taxes	01004100-521100	22,207	20,899	23,928	23,928	25,820	
	Medicare Taxes	01004100-521200	5,194	4,888	5,596	5,596	6,039	
	Retirement Contributions	01004100-522100	48,250	52,138	57,461	57,461	69,336	
	Group Health	01004100-523000	124,397	127,174	136,815	136,815	138,770	
Total Personnel Services			590,903	566,728	621,730	621,730	668,415	
Operating Expenditures								
	Medical Services	01004100-531200	-	-	250	250	250	
	Professional Services	01004100-531501	-	586	15,000	15,000	20,000	
	Telephone	01004100-541000	1,431	2,128	3,000	3,000	3,500	
	Freight and Postage Services	01004100-542000	52	41	200	200	200	
	Electricity	01004100-543000	158,594	139,025	152,000	152,000	189,000	New Subdivisions
	Electricity Street Lights	01004100-543100	(584)	0	0	0	5,000	
	Water & Sewer Expense	01004100-543300	486	1,692	600	600	1,500	
	Refuse Removal	01004100-543400	-	0	1,000	1,000	1,000	
	Copy Machine Leases	01004100-544500	269	270	450	450	450	
	Repair & Maint-Equipment	01004100-546100	7,392	20,284	25,000	25,000	30,000	
	Repair & Maint-Street Sweeper	01004100-546130	-	948	2,000	2,000	2,000	
	Repair & Maint-Vehicles	01004100-546200	7,556	8,326	10,500	10,500	20,000	
	Office Supplies	01004100-551000	13	0	100	100	100	
	Operating Supplies	01004100-552000	2,478	3,731	6,500	6,500	6,500	
	Uniforms	01004100-552100	1,760	1,931	3,000	3,000	3,000	
	Tools, Small Equipment	01004100-552300	1,074	1,394	3,000	3,000	-	
	Gas & Oil	01004100-552700	16,716	16,094	18,000	18,000	25,000	
	Street Repair	01004100-553000	10,936	7,857	12,000	12,000	12,000	
	Street Marking Signs	01004100-553100	8,360	11,818	20,000	20,000	20,000	
	Street Marking-Striping	01004100-553150	8,628	1,574	25,000	25,000	25,000	
	Tree Services	01004100-553200	12,060	8,700	15,000	15,000	15,000	
	Swale Repair/Resodding	01004100-553350	4,792	3,152	5,000	5,000	5,000	
	Sidewalks	01004100-553400	5,217	10,869	15,000	15,000	15,000	
	Signal/RR Crossing Maint	01004100-553500	3,501	3,501	4,000	4,000	4,500	
	Memberships/Dues		-	-	-	-	500	
	Training	01004100-555500	112	2,555	4,000	4,000	5,000	
Total Operating Expenditures			250,843	246,473	340,600	340,600	409,500	

City of Zephyrhills
General Fund
Public Works: Streets Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
	Capital Outlay							
	Buildings/Bldg Improvements	01004100-562000	-	15,500	25,000	25,000	25,000	
	Infrastructure	01004100-563000	3,985	1,035	-	-	-	
	Machinery and Equipment	01004100-564000	297,535	-	-	-	-	
	Street Resurfacing	01004100-563000	391,557	-	-	-	-	
	SR 56 Alignment		200,000	-	-	-	-	
	Total Capital Outlay		893,077	16,535	25,000	25,000	25,000	
	Total Streets		1,734,823	829,736	987,330	987,330	1,102,915	

**City of Zephyrhills
General Fund
Public Works: Parks & Facilities Management Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01007200-512000	434,172	422,107	455,072	455,072	491,935	
	Temporary/Seasonal Wages	01007200-513000	-	-	13,500	13,500	13,500	Summer Rec
	Overtime	01007200-514000	13,913	8,259	12,000	12,000	12,000	
	Fica Taxes	01007200-521100	25,339	23,907	28,214	28,214	30,500	
	Medicare Taxes	01007200-521200	5,926	5,591	6,599	6,599	7,133	
	Retirement Contributions	01007200-522100	34,739	38,138	45,508	45,508	51,822	
	Group Health	01007200-523000	147,360	158,670	177,717	177,717	167,786	
Total Personnel Services			661,449	656,671	738,610	738,610	774,676	
Operating Expenditures								
	Reemployment Tax	01007200-525000	825	-	-	-	-	
	Medical Services	01007200-531201	563	589	800	800	800	
	Contractual Services	01007200-534000	1,494	3,710	7,500	7,500	8,500	
	Contractual Services -Summer	01007200-534600	6,439	-	10,000	10,000	15,000	Summer Rec
	Telephone	01007200-541000	5,121	4,899	5,500	5,500	7,000	
	Freight and Postage Services	01007200-542000	66	72	200	200	200	
	Electricity	01007200-543000	25,017	20,801	30,000	30,000	34,500	
	Water & Sewer Expense	01007200-543300	40,981	38,621	50,000	50,000	52,000	
	Refuse Removal	01007200-543400	4,993	7,330	10,000	10,000	11,500	
	Copy Machine Leases	01007200-544500	269	243	400	400	500	
	Repair & Maint-Building	01007200-546000	29,668	49,654	55,000	55,000	70,000	
	Repair & Maint-Equipment	01007200-546100	7,251	12,373	10,000	10,000	12,000	
	Repair & Maint-Water PK/Fount	01007200-546120	8,589	8,133	9,500	8,500	10,000	
	Repair & Maint-Vehicles	01007200-546200	12,416	4,453	15,000	15,000	15,000	
	Repair & Maint-Landscaping	01007200-546620	5,129	8,419	8,000	13,000	25,000	
	Repair & Maint-Tree Planting	01007200-546650	506	-	5,000	3,000	5,000	
	Operating Supplies	01007200-552000	16,024	18,464	20,000	19,000	22,500	
	Uniforms	01007200-552100	2,468	3,131	3,500	3,500	4,000	
	Tools, Small Equipment	01007200-552300	4,211	2,706	5,000	5,000	5,000	
	Gas & Oil	01007200-552700	14,463	15,192	15,000	15,000	17,500	
	Memberships/Dues	01007200-554200	-	6	350	350	350	
	Training	01007200-555500	2,229	1,836	4,000	4,000	4,000	
Total Operating Expenditures			188,722	200,631	264,750	265,750	320,350	

City of Zephyrhills
General Fund
Public Works: Parks & Facilities Management Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Buildings/Bldg Improvements	01007200-562000	-	-	-	7,571	-	
	Infrastructure	01007200-563000	61,612	-	-	-	-	
	Landscaping	01007200-563200	17,659	8,316	17,000	16,000	10,000	
	Machinery & Equipment	01007200-564000	70,518	71,011	34,000	34,000	-	
	Tennis Center	01007200-562000	1,222,612	-	-	-	-	
Total Capital Outlay			1,372,401	79,327	51,000	57,571	10,000	
Total Parks			2,222,572	936,629	1,054,360	1,061,931	1,105,026	

**City of Zephyrhills
Special Revenue Fund
Line-Item Revenue Budget**

	Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Budget Reserves/Carry Forward						
	Budgeted Reserves - P4P	10010300-300100	493,968	4,259,400	4,701,000	
	Budgeted Reserves - Gas Tax	10020300-300100	290,926			
	Budgeted Reserves - Gas Tax Res	10030300-300100		221,368	334,724	
	Budgeted Reserves - Fuel Tax Refund	10040300-300100		163,000	200,000	
Total Budget Reserves/Carry Forward			784,894	4,643,768	5,235,724	
Sales & Use Taxes						
	Local Option Sales Tax	10010312-312100	2,662,404	2,095,817	2,600,000	EDR
	County Gas Tax(Local Option Gas)	10020312-312410	344,350	181,831	473,000	EDR 5 cent & 6 cent
Total Sales & Use Tax			3,006,755	2,277,648	3,073,000	
State Shared Revenues						
	8th Cent/Spec Motor Fuel Tax	10030335-335120	141,743	253,872	151,000	EDR Municipal Rev Share
	Gas Tax Refund	10040335-335490	23,889	20,000	20,000	
	Other Government Grants	10010334-337300	-	-	4,665,000	Indoor Tennis Facility - State Appropriation
Total State Shared Revenues			165,631	273,872	4,836,000	
Interest Earnings						
	Interest Income-Local Opt Sales	10010361-361100	107,583	20,000	10,000	
	Interest Income	10030361-361100	12,136	20,000	10,000	
Total Interest Earnings			119,719	20,000	10,000	
Total Special Revenue Fund Revenue			4,076,999	7,215,288	13,154,724	

**City of Zephyrhills
Special Revenue Fund
Line-Item Expenditure Budget**

	Account Name	Account Number	Budget FY19/20	Budget FY20/21	Budget FY21/22	comments
Capital Outlay						
Penny for Pasco						
	Police Vehicles	10012100-564000	310,000	255,000	357,000	5 - 7 Ford SUV's
	Police Department Server	10012100-564000	60,000	12,000	-	
	Police 10 GB Backbone Switch	10012100-564000	-	-	4,000	
	Police Department Laptops	10012100-564000	40,000	17,500	19,000	7 PD Laptops
	Mobile Live Scan	10012100-564000	-	27,000	-	
	Tractor/Finish Mower (replace 2002)	10017200-564000	-	60,000	-	
	Tennis Center	10017200-563000	3,937,782	-	4,665,000	Indoor Tennis Facility - 100% State Appropriation
	Sign Maintenance Truck	10014100-564000	-	50,000	-	
	City Yard Building Design	10017200-563000	-	-	350,000	
	Simons Road Crosswalk	10014100-563111	-	30,000	-	
	Sidewalk & Trail Projects	10014100-563111	50,000	150,000	1,000,000	City wide sidewalk projects
	7th Street Improvements	10014100-563000	-	-	575,000	
	301 Traffic Signal	10014100-563000	800,000	-	-	
	County Road 54 East of Hercules	10014100-563000	-	1,117,131	581,907	
	Road Improvements	10014100-563000	-	950,000	-	
	Park Improvements-Design	10017200-563000	-	50,000	300,000	Hercules Park Design
	Park Improvements-Construction	10017200-563000	-	-	1,100,000	
	Stormwater Plan	10013800-563000	-	75,000	100,000	
	Z Event Center	10017200-563000	160,000	-	-	
	Carriage House/Jeffries House	10017200-563000	150,000	-	75,000	
	Grapple Truck	10014100-564000	-	-	125,000	50% P4P - 50% SANITATION
	Turf Sprayer/Utility Vehicle	10017200-564000	-	-	45,000	
	Sub Total Penny for Pasco		5,507,782	2,793,631	9,296,907	2,669,093
Gas Tax						
	Street Resurfacing	10024100-563100	600,000	500,000	600,000	Annual Street Resurfacing
	Paving Machine	10024100-564000	-	-	95,000	
	Trailer, Paving Machine	10024100-564000	-	-	25,000	
	Tree Chipper	10024100-564000	200,000	80,000	-	
	Retention Pond Fencing	10023800-563000	155,000	35,000	35,000	
	Pumping Station Upgrades	10023800-564000	-	-	25,000	
	Zero-Turn Mowers, Replacements	10027200-564000	-	-	22,000	2 Zero Turn Mowers
	18' Lawn Trailers, Replacements	10027200-564000	-	-	13,000	2 18' Lawn Trailers
	72" Contour/Turf Mower	10027200-564000	-	-	34,000	
	Sub Total Gas Tax		955,000	615,000	849,000	329,724
Total Capital Outlay			6,462,782	3,408,631	10,145,907	

City of Zephyrhills
Special Revenue Fund
Line-Item Expenditure Budget

	Account Name	Account Number	Budget FY19/20	Budget FY20/21	Budget FY21/22	comments
Debt Service						
	City Hall Note - Principal	10011200-571004	430,602	440,695	451,025	
	City Hall Note - Interest	10011200-572004	164,990	149,732	139,282	
Total Sales & Use Tax			595,592	590,427	590,307	
Transfers Out						
	Transfers fr Local Option Sales Tax	10014100-591001	-	-	-	
	Transfers fr Gas & Fuel Tax	10024100-591001	-	-	-	
Total Transfers Out			-	-	-	
Non Operating Expenditures						
	Contingency	10014100-599100	3,519,293	3,198,940	2,418,510	Hercules Park
Total Contingency			3,519,293	3,198,940	2,418,510	
Total Special Revenue Fund Expenditures			10,577,667	7,197,998	13,154,724	

City of Zephyrhills
CRA Fund
Line-Item Revenue Budget

	Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Future Projects						
	Budgeted Reserves for future projects	11000300-300100	75,984	150,174	316,366	
Total Budgeted Reserves			75,984	150,174	316,366	
AD Valorem Taxes						
	Property Taxes-CRA-City	11010311-311000	143,740	194,254	256,067	
	Property Taxes-CRA-County	11020311-311000	171,670	232,216	306,781	
Total AD Valorem Taxes			315,410	426,470	562,848	136,378
Miscellaneous Revenue						
	Interest	11000361-361100	13,398	600	600	
	Main Street Reimbursement	11000338-338300	-	1,000	-	
Total Miscellaneous Revenue			13,398	1,600	600	
Total CRA Fund Revenue			404,792	578,244	879,814	

City of Zephyrhills
CRA Fund
Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	11005900-512000	69,577	69,077	71,173	71,173	76,269	
	Fica Taxes	11005900-521100	4,209	4,141	4,413	4,413	4,729	
	Medicare Taxes	11005900-521200	984	969	1,032	1,032	1,106	
	Retirement Contributions	11005900-522100	16,594	17,948	19,423	19,423	21,836	
	Group Health	11005900-523000	8,018	8,100	8,488	8,488	8,609	
Total Personnel Services			99,382	100,235	104,529	104,529	112,549	
Operating Expenditures								
	Professional Services	11005900-531500	55,742	18,700	50,000	50,000	-	
	Prof Ser - Software & Support	11005900-531700	-	-	1,665	1,665	1,892	
	Contractual Services	11005900-534000	8,375	69,613	74,000	74,000	48,923	
	Telephone/Communication	11005900-541000	2,155	1,516	2,200	2,200	3,200	
	Refuse Removal	11005900-543400	50	71	100	100	500	
	Copy Machine Leases	11005900-544500	451	-	1,000	1,000	-	
	Promotional Activities	11005900-548000	5,000	1,134	10,000	10,000	5,000	
	Office Supplies	11005900-551000	366	91	500	500	250	
	Operating Supplies	11005900-552000	864	395	2,000	2,000	1,000	
	Memberships/Dues	11005900-554200	500	1,370	1,500	1,500	1,500	
	Sidewalks	11005900-553400	-	-	50,000	50,000	-	
	Training	11005900-555500	3,823	676	750	750	1,000	
	CRA Incentives	11005900-556200	15,000	10,500	180,000	191,832	6,500	Mural Lake Necessity
Total Operating Expenditures			92,326	104,065	373,715	385,547	69,765	
Capital Outlay								
	Little But Loud	11005900-563000	-	-	-	-	250,000	
	Methodist Church Parking Lot	11005900-563000	-	-	-	-	320,000	
	Entrance Signage	11005900-563000	-	-	-	-	102,500	
Total Capital Outlay			-	-	-	-	672,500	
Contributions								
	Building Facade Grants	11005900-583010	15,434	17,500	100,000	100,000	25,000	
	Reserve	11005900-599100	-	-	-	-	-	
Total Contributions			15,434	17,500	100,000	100,000	25,000	
Total CRA Fund Expenditures			207,142	221,799	578,244	590,076	879,814	

**City of Zephyrhills
Impact Fee Fund
Line-Item Revenue Budget**

	Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Budgeted Reserves/Carry Forward						
	Transportation Impact Fees	12010300-300100	2,345,485	2,498,000	3,768,000	
	Fire Impact Fees	12020300-300100	-	-	48,972	
	Park Impact Fees	12030300-300100	-	200,000	462,509	
	Police Impact Fees	12040300-300100	-	200,000	326,954	
Total Budgeted Reserves/Carry Forward			2,345,485	2,898,000	4,606,435	
Permits, Fees & Special Assessments						
	Transportation Impact Fees	12010324-324100	1,105,385	825,000	1,200,000	
	Fire Impact Fees	12020324-324100	107,022	-	-	
	Park Impact Fees	12030324-324100	309,545	200,000	220,000	
	Police Impact Fees	12040324-324100	99,377	60,000	110,000	
	Art Impact Fees	12050324-324620	-	-	-	
Contributions						
	State Contribution Pretty Pond	12010334-334110	-	2,300,000	-	
Total Permits, Fees & Special Assessments & Contributions			1,621,330	3,385,000	1,530,000	
Interest Earnings						
	Interest Income-Transp Impact	12010361-361100	34,898	7,000	7,000	
	Interest Income-Fire Impact Fee	12020361-361100	4,784	-	-	
	Interest Income-Park Impact Fee	12030361-361100	958	200	200	
	Interest Income-Police Impact Fee	12040361-361100	2,927	1,000	200	
Total Interest Earnings			43,567	8,200	7,400	
Total Impact Fee Fund Revenue			4,010,382	6,291,200	6,143,835	

**City of Zephyrhills
Impact Fee Fund
Line-Item Expenditure Budget**

Account Name	Account Number	Budget FY19/20	Budget FY20/21	Budget FY21/22	comments
Capital Outlay					
Transportation					
Simons Rd	12014100-563100	2,000,000	50,000	-	
Pretty Pond Road & Traffic Signal	12014100-563000	2,015,000	2,800,000	-	
Dairy Road to Kossik Road Project	12014100-563000	-	-	800,000	
Design/Construct Jennifer Lane	12014100-563000	-	-	120,000	Design 20K; Construction 100K
Simons Road Phase II	12014100-563000	-	-	2,320,000	
Road Improvements	12014100-563000	-	-	350,000	350K Gateway Project
Eiland and Simons Intersection	12014100-563000	-	-	800,000	
Transportation Impact Fee Study	12014100-563000	-	-	50,000	
Contingency	12014100-599000	-	2,780,000	535,000	
Fire					
Fire - Pasco County Merger	12022200-534000	-	-	48,972	
Fire Equipment	12022200-564000	457,001	-	-	
Fire Equipment	12022200-564000	111,041	-	-	
Parks					
Tennis Center	12037200-563000	125,030	-	-	
Playground Equipment	12037200-564000	-	150,000	150,000	
Parks Capital Projects	12037200-599000	-	250,200	532,709	
Police					
Solar Speed Signs	12042100-564000	-	-	17,000	
Incident Command Unit Reno	12042100-564000	-	-	85,000	
Gator	12042100-564000	-	-	20,000	
Voice Stress Analysis	12042100-564000	-	-	10,000	Includes Training
CAD System Upgrade	12042100-564000	-	-	305,154	
Police Capital Projects	12042100-599000	253,700	261,000	-	
Total Impact Fee Fund Expenditures		4,961,772	6,291,200	6,143,835	

City of Zephyrhills
Utility Impact Fee Fund
Line-Item Revenue Budget

Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Budgeted Reserves/Carry Forward					
Budgeted Reserves	14010300-300100	-	3,470,597	5,000,000	
Total Budgeted Reserves/Carry Forward		-	3,470,597	5,000,000	
Permits, Fees & Special Assessments					
Water, Connection Fees	14010324-324100	357,710	518,400	439,000	
Sewer, Connection Fees	14020324-324100	569,516	339,600	828,000	
Total Permits, Fees & Special Assessments		927,226	858,000	1,267,000	
Interest Earnings					
Interest Income-Water Cnxn	14010361-361100	19,604	-	10,000	
Interest Income-WW Cnxn	14020361-361100	30,886	-	15,000	
Total Interest Earnings		50,490	-	25,000	
Total Utility Impact Fee Fund Revenue		977,716	4,328,597	6,292,000	

City of Zephyrhills
Utility Impact Fee Fund
Line-Item Expenditure Budget

	Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Transfers Out						
	Connection Impact Fee	14013300-591001	-	1,442,866	2,097,333	
	Connection Impact Fee	14023500-591001	-	2,885,731	4,194,667	
Total Transfers Out			-	4,328,597	6,292,000	
Total Utility Impact Fee Fund Expenditures			-	4,328,597	6,292,000	

City of Zephyrhills
Utility Fund
Line-Item Revenue

Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Budgeted Reserves/Carry Forward					
Budgeted Reserves	41000300-300100	320,703	0	0	
Total Budgeted Reserves/Carry Forward		320,703	0	0	
Charges for Services					
Water Meter Installation	41000343-343301	244,368	-	-	
Water & Sewer Charges	41000343-343600	9,192,327	10,764,332	11,937,000	
Total Charges for Services		9,436,695	10,764,332	11,937,000	
Interest Earnings					
Interest Income-Utility	41000361-361100	27,991	10,000	20,000	
Total Interest Earnings		27,991	10,000	20,000	
Miscellaneous Revenue					
Bottled Water	41000366-366100	2,132,578	110,000	130,000	
Surplus Property Sales	41000364-364400	10,530	10,000	10,000	
Scrap Sales	41000365-365000	5,957	6,000	6,000	
Pasco County	41000349-349100	2,333	-	-	
FDEP Grant	41000334-334310	1,716,452	-	-	
Federal - Other Physical Env	41000331-331390	-	-	4,000,000	North Side Lift Station and Force Main
Other Gov Grants - Physical Env	41000334-337300	903,615	-	-	
Gain/Loss Sale of Fixed Assets	41000364-364500	14,902	-	-	
State Revolving Fund Proceeds	41000384-384000	-	1,153,908	314,563	
Miscellaneous	41000369-369900	190,682	57,000	57,000	
Total Miscellaneous Revenue		4,977,049	1,336,908	4,517,563	
Transfers In-Interfund					
Transfer: Water Connection Fee	41000381-381330	-	4,328,597	6,292,000	
Total Transfers In-Interfund		-	4,328,597	6,292,000	
Total Utility Fund Revenue		14,762,438	16,439,837	22,766,563	

City of Zephyrhills
Utility Fund
Utility Administration Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	41003000-512000	125,838	136,084	128,770	128,770	137,666	
	Fica Taxes	41003000-521100	7,235	7,207	7,984	7,984	8,535	
	Medicare Taxes	41003000-521200	1,692	1,685	1,867	1,867	1,996	
	Retirement Contributions	41003000-522100	33,832	37,384	27,391	27,391	31,255	
	Group Health	41003000-523000	29,630	31,021	32,502	32,502	32,966	
	Worker's Compensation	41003000-524000	-	-	-	-	7,838	
Total Personnel Services			198,227	213,380	198,514	198,514	220,256	
Operating Expenditures								
	Professional Services	41003000-531500	12,569	38,289	20,000	84,982	125,000	Outside professional services
	Prof Ser - Software & Support	41003000-531700	-	0	52,537	52,537	90,140	
	Contractual Services	41003000-534000	1,974	1,409	100,000	100,000	50,000	CityWorks throughout Utilities.
	Telephone	41003000-541000	646	658	1,000	1,000	1,000	
	Freight and Postage Services	41003000-542000	152	90	200	200	200	
	Copy Machine Leases	41003000-544500	1,200	1,200	1,200	1,200	1,200	
	Repair & Maint Vehicles	41003000-546200	394	281	500	500	500	
	Office Supplies	41003000-551000	68	365	700	700	700	
	Operating Supplies	41003000-552000	128	857	500	500	1,000	
	Gas & Oil	41003000-552700	1,160	32,034	1,200	1,200	500	
	Memberships/Dues	41003000-554200	978	523	1,000	1,000	1,000	
	Training	41003000-555500	7,101	2,271	5,000	5,000	5,000	
	Depreciation Expense	41003000-559100	4,277	4,270	-	-	-	
Total Operating Expenditures			30,647	82,249	183,837	248,819	276,240	
Debt Service								
	Loan Principal/Int WWTP	41003000-571002	215,437	195,322	1,159,261	1,159,261	1,317,076	85020 \$653,179; 805030 \$506,081; 50531 \$157,815
	BB&T Fathom Loan	41003000-571003	54,283	98,510	737,915	737,915	737,915	Loan payment
Total Debt Service			269,720	293,831	1,897,176	1,897,176	2,054,991	
Transfers Out								
	Administrative Transfer-GF	41003000-591001	1,001,200	1,037,026	1,237,898	1,237,898	1,372,755	12% of Utility Revenue
	Administrative Transfer-AF	41003000-591420	176,850	176,850	176,850	176,850	234,850	58K RIB Property
	PILOT	41003000-591000	216,000	-	-	-	-	
	Reserve	41003000-599100	-	-	-	-	-	
Total Transfer Out			1,394,050	1,213,876	1,414,748	1,414,748	1,607,605	
Total Utilities Administration			1,892,644	1,803,336	3,694,275	3,759,257	4,159,092	

**City of Zephyrhills
Utility Fund
Utility Billing Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	41001300-512000	128,358	158,394	175,665	175,665	193,655	
	Overtime	41001300-514000	405	306	500	500	500	
	Fica Taxes	41001300-521100	7,440	8,906	10,891	10,891	12,007	
	Medicare Taxes	41001300-521200	1,740	2,083	2,547	2,547	2,808	
	Retirement Contributions	41001300-522100	10,224	13,963	17,567	17,567	20,954	
	Group Health	41001300-523000	20,721	34,455	42,440	42,440	54,444	
	Worker's Compensation	41001300-524000	-	-	-	-	668	
Total Personnel Services			168,889	218,107	249,610	249,610	285,036	
Operating Expenditures								
	Medical Services	41001300-531200	65	65	-	-	150	
	Professional Services	41001300-531500	5,381	8,081	-	-	-	
	Contractual Services	41001300-534000	646,377	1,004,596	745,000	745,000	750,000	
	Contractual Services-TempLabor	41001300-534300	5,381	4,166	-	-	-	
	Credit Card Processing Fees	41001300-534700	120,820	108,658	130,000	130,000	130,000	
	Telephone	41001300-541000	760	1,708	800	800	1,500	Email to Text
	Freight and Postage Services	41001300-542000	65	469	100	100	1,100	
	Postage On Billing	41001300-542100	-	-	-	-	-	
	Copy Machine Leases	41001300-544500	1,163	1,392	1,180	1,180	1,400	
	Office Supplies	41001300-551000	1,842	1,640	1,700	1,700	800	
	Operating Supplies	41001300-552000	786	654	600	600	600	
	Software	41001300-552900	-	-	-	-	100,000	UB Software Contingency
	Training	41001300-555500	-	-	1,400	1,400	1,700	
Total Operating Expenditures			782,640	1,131,429	880,780	880,780	987,250	
Capital Outlay								
	Machinery & Equipment	41001300-564000	-	2,419	-	-	3,000	Tyler Cashiering Receipt Printers
Total Capital Outlay			-	2,419	-	-	3,000	
Total Utility Billing			951,529	1,351,955	1,130,390	1,130,390	1,275,286	

**City of Zephyrhills
Utility Fund
Water Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	41003300-512000	393,969	431,249	485,111	485,111	550,917	
	Overtime	41003300-514000	31,648	29,405	25,000	25,000	30,000	
	Fica Taxes	41003300-521100	26,216	26,727	30,077	30,077	34,157	
	Medicare Taxes	41003300-521200	6,131	6,251	7,034	7,034	7,988	
	Retirement Contributions	41003300-522100	138,719	152,963	47,811	47,811	58,853	
	Group Health	41003300-523000	170,701	190,975	194,062	194,062	250,154	
	Worker's Compensation	41003300-524000	-	-	-	-	19,792	
Total Personal Services			767,384	837,569	789,095	789,095	951,861	
Operating Expenditures								
	Medical Services	41003300-531200	262	88	500	500	200	
	Laboratory Analysis	41003300-531300	7,745	11,905	10,000	10,000	10,000	
	Professional Services	41003300-531500	69,241	114,906	110,000	124,366	150,000	
	Contractual Services	41003300-534000	48,162	8,676	60,000	60,000	60,000	
	Property Tax	41003300-538000	-	73	-	-	0	
	Telephone	41003300-541000	11,853	14,239	20,000	20,000	20,000	
	Freight & Postage Services	41003300-542000	124	158	500	500	500	
	Electricity	41003300-543000	115,407	110,206	140,000	140,000	140,000	
	Water & Sewer Expense	41003300-543300	152	2,405	200	200	200	
	Refuse Removal	41003300-543400	73	0	100	100	0	
	Leases & Rentals	41003300-544000	-	0	1,000	1,000	1,000	
	Copy Machine Leases	41003300-544500	269	518	300	300	500	
	Repair & Maint-Buildings	41003300-546000	7,753	5,971	8,000	8,000	4,000	
	Repair & Maint-Equipment	41003300-546100	22,303	20,220	35,000	33,000	35,000	
	Repair & Maint-Vehicles	41003300-546200	6,853	15,910	18,000	18,000	12,000	
	Water Tank Maintenance	41003300-546300	22,590	22,590	30,000	30,000	30,000	
	Licenses and Permits	41003300-549200	103,136	100	2,000	2,000	1,000	
	Office Supplies	41003300-551000	441	134	2,000	2,000	3,040	
	Operating Supplies	41003300-552000	17,652	29,531	35,000	35,000	35,000	
	Uniforms	41003300-552100	3,725	2,434	6,000	6,000	6,000	
	Tools, Small Equipment	41003300-552300	4,645	9,438	8,000	6,900	8,000	
	Chemicals & Chlorine Gas	41003300-552400	20,890	18,262	30,000	30,000	20,000	
	Gas & Oil	41003300-552700	21,004	22,047	25,000	25,000	25,000	
	Memberships/Dues	41003300-554200	1,095	1,650	1,000	1,000	2,000	
	Training	41003300-555500	8,456	6,275	12,000	12,000	12,000	
	Depreciation Expense	41003300-559100	1,189,483	1,213,340	-	-	-	
Total Operating Expenditures			1,683,314	1,631,074	554,600	565,866	575,440	

City of Zephyrhills
Utility Fund
Water Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Buildings/Bldg Improvements	41003300-562000	-	-	1,000,000	1,000,000	350,000	Design of City Yard
	Infrastructure	41003300-563000	732,108	183,873	2,805,000	2,695,471	4,125,000	
	Machinery and Equipment	41003300-564000	78,223	220,136	75,000	93,137	138,000	
	Inventory Purchases	41003300-565900	200,936	292,443	180,000	380,000	350,000	
Total Capital Outlay			1,011,267	696,453	4,060,000	4,168,608	4,963,000	
Total Water			3,461,965	3,165,096	5,403,695	5,523,570	6,490,301	

562000	Buildings/Bldg Improvements		350,000
	This line item will be used for the Design, Engineering, and construction to move the Water Division		
563000	Infrastructure	Capital Water Line R & R	150,000
	For the repair and replacement of water and reclaim lines that are past their life expectancy or are in		
563000	Infrastructure	System Evaluation & Mapping	75,000
	This project is to locate, via GPS, water mains, valves, etc. that are not in our GIS data base and have		
563000	Infrastructure	Well Rehabilitation	70,000
	This project includes the pulling, rewinding, and cleaning of the pumps, motors & well casings at Well		
563000	Infrastructure	Backflow replacement Program	100,000
	We will be skipping the 4th year of a 10 year program to change out all Dual Check Valves throughout		
563000	Infrastructure	SCADA System Upgrade	30,000
563000	Infrastructure	Water Line Ext Copeland to Tucker	2,000,000
	This project is to connect an existing 12" water line at Copeland to an existing 12" water line at Tucker		
563000	Infrastructure	Water Line Ext Phelps to Simmons	1,500,000
	This project is to extend an 8" water line from Phelps Rd to Simmons Rd along Fort King Rd.		
563000	Infrastructure	Generator Replacement Tank Site	100,000
	This project is to replace the aging emergency generator at the tank site WA # 206.		
563000	Infrastructure	Well 10 Building Construction	100,000
	This project is to plan and construct a building around Well # 10 which is currently located outside in		
564000	Machinery and Equipment		
	New Tractor Backhoe to replace Wastewater #117. Wastewater will receive Water #115.		130,000
	Water will receive new Backhoe.		
	Computer/Laptop upgrades and new monitors for the Water Division.		8,000
565900	Inventory Purchases		350,000
	All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered.		
	Purchase of meters, pipes, tubing, fittings, valves and other related hardware needed for the minor repairs and maintenance of the water distribution system that are not part of a planned, capital improvement project.		
	Also, to include paving, concrete repairs of roads, sidewalks and parking lots due to main breaks and/or leaks.		

City of Zephyrhills
Utility Fund
Wastewater Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	41003500-512000	566,071	537,179	626,316	626,316	681,490	
	Overtime	41003500-514000	57,606	58,785	50,000	50,000	50,000	
	Fica Taxes	41003500-521100	36,068	32,941	38,832	38,832	42,252	
	Medicare Taxes	41003500-521200	8,435	7,704	9,081	9,081	9,882	
	Retirement Contributions	41003500-522100	150,363	165,681	54,070	54,070	64,668	
	Group Health	41003500-523000	154,229	147,495	163,878	163,878	192,878	
	Worker's Compensation	41003500-524000	-	-	-	-	35,054	
Total Personnel Services			972,772	949,785	942,177	942,177	1,076,224	
Operating Expenditures								
	Reemployment Tax	41003500-525000	-	0	-	-	0	
	Medical Services	41003500-531200	466	239	800	800	500	
	Laboratory Analysis	41003500-531300	15,696	18,735	20,000	20,000	20,000	
	Professional Services	41003500-531500	8,555	15,700	20,000	20,000	535,000	Manhold Geolocating; WWTP Operating Permit Renewal.
	Contractual Services	41003500-534000	1,061	462	500	500	500	
	Contractual Hauling	41003500-534500	80,968	92,504	85,000	85,000	85,000	
	Property Tax	41003500-538000	127	34	-	-	0	
	Telephone	41003500-541000	8,746	11,546	10,000	10,000	10,000	
	Freight & Postage Services	41003500-542000	211	396	500	500	500	
	Electricity	41003500-543000	361,004	336,933	300,000	300,000	300,000	
	Water & Sewer Expense	41003500-543300	4,187	4,061	4,000	4,000	5,000	
	Refuse Removal	41003500-543400	3,981	4,249	6,000	6,000	5,000	
	Copy Machine Leases	41003500-544500	231	0	-	-	0	
	Repair & Maint-Buildings	41003500-546000	16,324	9,116	8,000	8,000	8,000	
	Repair & Maint-Equipment	41003500-546100	115,085	112,015	75,000	75,000	90,000	SCADA system; Lift Station instrumentation.
	Repair & Maint-Vehicles	41003500-546200	15,678	15,370	30,000	30,000	30,000	
	Repairs & Maint- Infrastructure	41003500-546300	-	35,321	75,000	75,000	100,000	Replace pump/motor frames. Lift Station Repairs.
	Licenses and Permits	41003500-549200	1,596	400	1,500	1,500	1,000	
	Office Supplies	41003500-551000	922	545	1,000	1,000	2,560	
	Operating Supplies	41003500-552000	26,435	28,540	30,000	30,000	30,000	
	Uniforms	41003500-552100	5,034	2,753	5,000	5,000	5,000	
	Tools, Small Equipment	41003500-552300	3,367	5,806	6,000	6,000	6,000	
	Chemicals & Chlorine Gas	41003500-552400	120,293	146,143	200,000	200,000	225,000	
	Gas & Oil	41003500-552700	20,463	19,956	20,000	20,000	25,000	
	Memberships/Dues	41003500-554200	1,050	1,620	1,000	1,000	1,600	
	Training	41003500-555500	8,697	5,131	10,000	10,000	10,000	
	Depreciation Expense	41003500-559100	1,584,024	1,611,851	-	-	-	
Total Operating Expenditures			2,404,201	2,479,422	909,300	909,300	1,495,660	

City of Zephyrhills
Utility Fund
Wastewater Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Buildings/Bldg Improvements	41003500-562000	-	-	-	-	-	
	Machinery and Equipment	41003500-564000	125,126	136,419	485,000	470,685	85,000	
	Infrastructure	41003500-563000	3,608,870	2,379,135	3,860,000	10,124,345	8,170,000	
	Capital Purchases Inventory	41003500-565900	10,989	4,550	15,000	15,000	15,000	
Total Capital Outlay			3,744,985	2,520,103	4,360,000	10,610,030	8,270,000	
Total Wastewater			7,121,958	5,949,311	6,211,477	12,461,507	10,841,884	

563000	Infrastructure	Surge Tank To control the amount of flow coming into the WWTP	1,000,000
563000	Infrastructure	Lift Station Alarm System Upgrades This project is to continue to add SCADA (alarm systems) to the Lift Stations so that they can be	60,000
563000	Infrastructure	Lift Station Major Rehabilitation Project This project is to continue with the rehabilitation/repairs of our lift stations. This will be an on-going	400,000
563000	Infrastructure	Sewer Manhole major Rehabilitation This project is to continue with the rehabilitation/repairs of our sewer manholes. This will be an on-	150,000
563000	Infrastructure	Sewer Line Rehabilitation Gravity Line Lining	400,000
563000	Infrastructure	WWTP PLC & Hardware Upgrades The existing outdated WWTP SCADA system has been updated and requires existing PLC hardware to	25,000
563000	Infrastructure	North Side L.S and FM	4,000,000
563000	Infrastructure	Lift Station Generator Package Install new generator and switch gear at lift station. One per year. Will do a lot more when we	85,000
563000	Infrastructure	Sludge Holding Tank Coating Coat interior metal surfaces	50,000
563000	Infrastructure	City/County Reclaimed and Water Systems Possible interlocal agreement with Pasco County to install a reclaimed water interconnect line and	2,000,000
564000	Machinery and Equipment	New Chevy 2500 HD 4x4 Diesel Truck - Replace 2007 #85	75,000
		Computers and Monitors	10,000
565900	Inventory Purchases	All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered.	15,000

City of Zephyrhills
Airport Fund
Line-Item Revenues

Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Budget Reserves/Carry Forward					
Budgeted Reserves	42000300-300100	-	69,000	100,000	
Total Budgeted Reserves/Carry Forward		-	69,000	100,000	
State Shared Revenues					
Taxiway B Grant	42000334-334410	14,645	-	-	
T-Hangar Roof Grant	42000334-334410	-	-	-	
Seal Apron Grant	42000334-334410	-	-	-	
Jet Parking Lot State 100%	42000334-334410	-	-	3,000,000	
Fuel Farm FDOT 80%	42000334-334410	9,898	640,000	-	
Airfield Beacon FDOT 80%	42000334-334410	7,524	148,000	-	
Taxiway A Construction FAA 100%	42000331-331410	-	265,000	3,600,000	
Runway Extension Grant	42000334-334410	204,044	5,700,000	-	
Total State Shared Revenues		236,111	6,753,000	6,600,000	
Charges for Services					
Airport Rental/Lease	42000344-344100	258,208	265,000	269,544	
Tie Down Fees	42000344-344101	9,812	10,080	12,175	
Fuel Sales	42000344-344102	540,700	645,000	652,887	
Oil Sales	42000344-344103	5,629	5,400	9,676	
Fuel Flowage Fees	42000344-344105	3,963	3,960	3,991	
Shade Hanger Rent	42000344-344106	15,000	15,000	15,167	
T Hanger Rent	42000344-344107	437,902	437,000	449,975	
Trailer Parking	42000344-344109	12,822	-	10,770	
Airport Venue	42000347-347510	-	-	2,000	
Total Charges for Services		1,284,036	1,381,440	1,426,185	
Miscellaneous Income					
Surplus Property Sales	42000364-364400	-	5,000	5,000	
Gain/Loss Sale of Fixed Assets	42000364-364500	4,050	-	-	
Miscellaneous Income	42000369-369900	11,492	15,000	21,656	
Total Miscellaneous Income		15,542	20,000	26,656	

City of Zephyrhills
Airport Fund
Line-Item Revenues

Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Transfers In - Interfund					
Transfer Fr Utility Fund	42000381-381410	176,850	176,850	234,850	
Transfer Fr Sanitation	42000381-381430	-	31,440	31,440	
Transfer Fr General Fund	42000381-381100	-	18,740	18,740	
Total Transfers In - Interfund		176,850	227,030	285,030	
Intrest Earnings					
Interest Income	42000361-361100	16,945	-	3,060	
Total Non-Operating Sources		16,945	-	3,060	
Total Airport Fund Revenue		1,729,484	8,450,470	8,440,931	

City of Zephyrhills
Airport Fund
Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	42004200-512000	248,913	252,740	263,750	263,750	286,376	
	Overtime	42004200-514000	7,109	6,176	6,000	6,000	6,000	
	Fica Taxes	42004200-521100	14,044	13,308	16,353	16,353	17,755	
	Medicare Taxes	42004200-521200	3,285	3,112	3,824	3,824	4,152	
	Retirement Contributions	42004200-522100	55,755	52,070	25,634	25,634	29,515	
	Group Health	42004200-523000	90,484	99,566	108,994	108,994	110,552	
	Worker's Compensation	42004200-524000	-	-	-	-	10,640	
Total Personnel Services			419,590	426,972	424,555	424,555	464,990	
Operating Expenditures								
	Medical Services	42004200-531200	285	44	320	320	320	
	Professional Services	42004200-531500	1,750	2,700	3,500	3,500	15,000	Infield Design Cooperate Layout
	Prof Ser - Software & Support	42004200-531700	-	-	9,125	9,125	10,468	
	Contractual Services	42004200-534000	14,357	207	4,200	4,200	11,000	QT POD 5YR Plan \$4,500 Cintas Increase
	Processing Fees Credit Cards	42004200-534700	26,724	25,839	30,000	30,000	31,500	
	Property Tax	42004200-538000	-	-	-	-	1,000	
	Telephone	42004200-541000	4,828	4,755	5,000	5,000	5,000	
	Aeronautical Communications	42004200-541200	360	-	7,000	7,000	5,500	
	Freight & Postage Services	42004200-542000	979	929	925	925	925	
	Electricity	42004200-543000	21,747	22,525	21,000	21,000	21,200	
	Water & Sewer Expense	42004200-543300	5,037	5,262	5,000	5,000	5,875	
	Refuse Removal	42004200-543400	703	743	1,000	1,000	1,000	
	Copy Machine Leases	42004200-544500	1,129	1,347	1,300	1,300	1,100	
	Repair & Maint-Buildings	42004200-546000	2,541	6,991	8,000	8,000	8,000	
	Repair & Maint-Equipment	42004200-546100	16,835	14,148	15,000	15,000	14,000	
	Repair & Maint-Vehicles	42004200-546200	3,121	1,408	2,500	2,500	1,800	
	Repair & Maint-Infrastructure	42004200-546300	11,910	12,030	83,000	83,000	35,000	
	Promotional Activities	42004200-548000	425	143	500	500	800	
	Special Events	42004200-548900	-	-	1,000	1,000	500	
	Legal Ads	42004200-549000	495	-	1,000	1,000	500	
	Office Supplies	42004200-551000	635	540	700	700	800	
	Operating Supplies	42004200-552000	3,412	4,542	4,500	4,500	4,500	
	Uniforms	42004200-552100	-	781	1,500	1,500	1,500	
	Tools, Small Equipment	42004200-552300	2,334	690	1,500	1,500	1,500	
	Gas & Oil City Use	42004200-552700	7,457	12,223	7,700	7,700	8,000	
	Memberships/Dues	42004200-554200	818	675	1,100	1,100	4,000	Yearly License Certification
	Training	42004200-555500	1,906	1	3,300	3,300	3,500	
	Depreciation Expense	42004200-559100	999,855	986,122	-	-	-	
	Gas & Oil Resale	42004200-565900	461,890	459,015	520,000	520,000	600,000	
Total Operating Expenditures			1,591,533	1,563,661	739,670	739,670	794,288	

**City of Zephyrhills
Airport Fund
Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Land Acquisition (Runway Expansio	42004200-561000	-	122,658	-	-	-	
	Fuel Farm	42004200-562000	-	-	800,000	800,000	-	
	Infrastructure	42004200-563000	2,177,491	12,373	-	-	-	
	Runway Extension 1/19	42004200-563000	-	204,045	5,700,000	5,700,000	-	
	Airfield Beacon	42004200-563000	-	9,405	185,000	185,000	-	
	Jet Parking Lot	42004200-563000	-	-	-	-	3,000,000	3.0 mil State 100%
	Taxiway Alpha Construction	42004200-563000	-	-	265,000	265,000	3,600,000	3.6 mil Alpha FAA 100%
	Machinery and Equipment	42004200-564000	42,171	116,681	-	-	38,000	12/24 volt Start Pac & GPU/ Golf Cart or RTV
Total Capital Outlay			2,219,662	465,161	6,950,000	6,950,000	6,638,000	
Transfer Out								
	Administrative Trf Gen Fund	42004200-591001	20,000	20,000	20,000	20,000	20,000	
Total Transfers Out			20,000	20,000	20,000	20,000	20,000	
Non Operating Expenditures								
	Contingency	42004200-599000	-	-	316,245	316,245	523,653	
Total Non Operating Expenditures			-	-	316,245	316,245	523,653	
Total Airport Fund Expenditures			4,250,785	2,475,794	8,450,470	8,450,470	8,440,931	

City of Zephyrhills
Sanitation Fund
Line-Item Revenue

Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Budgeted Reserves/Carry Forward					
Budgeted Reserves	43000300-300100	767,708	153,334	120,609	
Budgeted Reserves - Renew & Replace	43010300-300100	351,525	-	-	
Total Budgeted Reserves/Carry Forward		1,119,233	153,334	120,609	
Charges for Services					
Sanitation Charges	43000343-343700	1,577,936	1,680,000	1,818,300	Increase for CPI 4.5% and growth
Total Charges for Services		1,577,936	1,680,000	1,818,300	
Interest Earnings					
Interest Income	43000361-361100	21,019	5,000	5,000	
Total Interest Earnings		21,019	5,000	5,000	
Miscellaneous Revenue					
Miscellaneous Income	43000369-369900	218	1,000	1,000	
Surplus Property Sales	43000364-364400	14,225	-	-	
Gain/Loss Sale of Fixed Assets	43000364-364500	(19,483)	-	-	
Scrap Sales-Sanitation	43000365-365000	1,194	-	-	
Sanitation Franchsie Fees	43000323-323430	15,883	15,000	18,121	
Insurance Proceeds	43003850-385000	84,846	-	-	
Total Miscellaneous Revenue		96,883	16,000	19,121	
Total Sanitation Fund Revenue		2,815,071	1,854,334	1,963,030	

**City of Zephyrhills
Sanitation Fund
Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	43003400-512000	382,210	399,355	393,685	393,685	429,800	
	Overtime	43003400-514000	33,891	22,315	16,053	16,054	16,053	
	Fica Taxes	43003400-521100	22,963	22,560	24,408	24,408	26,649	
	Medicare Taxes	43003400-521200	5,370	5,276	5,708	5,708	6,232	
	Retirement Contributions	43003400-522100	110,719	62,730	42,857	42,857	49,311	
	Group Health	43003400-523000	128,907	123,817	132,914	132,914	134,812	
	Worker's Compensation	43003400-524000	-	-	-	-	57,368	
Total Personnel Services			684,060	636,053	615,625	615,626	720,225	
Operating Expenditures								
	Reemployment Tax	43003400-525000	-	-	-	-	-	
	Medical Services	43003400-531200	315	93	250	250	250	
	Professional Services	43003400-531500	25,720	6,000	50,000	46,000	38,159	
	Prof Ser - Software & Support	43003400-531700	-	-	16,456	20,456	19,394	
	Contractual Services	43003400-534000	23	27	500	500	500	
	Contractual Services-TempLabor	43003400-534300	-	-	-	-	3,000	
	Telephone	43003400-541000	2,291	2,517	3,000	3,000	3,500	
	Freight and Postage Services	43003400-542000	93	54	300	300	300	
	Refuse Removal	43003400-543400	-	-	1,500	1,500	1,500	
	Rental & Leases	43003400-544000	-	-	10,000	10,000	10,000	
	Copy Machine Leases	43003400-544500	269	243	500	500	500	
	Repair & Maint Equipment	43003400-546100	3,785	2,896	12,000	12,000	12,000	
	Repair & Maint Vehicles	43003400-546200	103,373	140,611	90,000	90,000	120,000	
	Operating Supplies	43003400-552000	8,842	12,933	15,000	15,000	15,000	
	Dumpsters< \$1,000	43003400-552090	9,448	25,638	27,000	27,000	30,000	
	Uniforms	43003400-552100	2,411	2,909	3,500	3,500	4,000	
	Tools, Small Equipment	43003400-552300	-	82	-	-	1,000	
	Landfill Fees	43003400-552500	21,966	23,187	18,000	18,000	30,000	
	Community Clean-up Fees	43003400-552665	2,713	7	7,500	7,500	7,500	
	Gas & Oil	43003400-552700	85,326	147,738	80,000	80,000	115,000	
	Memberships/Dues	43003400-554200	315	441	600	600	600	
	Training	43003400-555500	1,386	(381)	3,000	3,000	3,000	
	Depreciation Expense	43003400-559100	258,218	270,295	-	-	-	
Total Operating Expenditures			526,494	635,289	339,106	339,106	415,203	

City of Zephyrhills
Sanitation Fund
Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Building & Building Improvement	43003400-562000	15,000	14,610	10,000	10,000	12,000	
	Machinery and Equipment	43003400-564000	670,117	545,342	352,500	352,500	348,500	
	Roll-off Dumpsters	43003400-564090	4,561	4,071	5,000	5,000	15,000	
Total Capital Outlay			689,678	564,023	367,500	367,500	375,500	
Debt Service								
	BB&T Fathom Loan	43003400-571000	1,542	2,797	20,662	20,662	20,662	
Total Debt Service			1,542	2,797	20,662	20,662	20,662	
Transfers Out								
	Administrative Trf Gen Fund	43003400-591001	890,000	701,258	480,000	480,000	400,000	
	Transfer to Airport	43003400-591420	-	-	31,440	31,440	31,440	
Total Transfers Out			890,000	701,258	511,440	511,440	431,440	
Total Sanitation Fund Expenditures			2,791,774	2,539,420	1,854,334	1,854,334	1,963,030	

**City of Zephyrhills
Capital Recap**

General Fund		Amount	Funding Source
Administration			
	New SUV	30,000	General
Information Technology			
	New SUV	30,000	General
Police			
	New Police Dog	17,250	General
	Police Building Improvements	20,000	General
Police Dispatch			
	CAD System Upgrade	163,825	General
Building/Code Enforcement			
	New SUV	30,000	General
Library			
	Books	24,000	General
	Books	6,000	General
Public Works: Equipment Maintenance			
	Diagnostic Scanner Software, Heavy Vehicles	1,500	General
	Diagnostic Scanner Software, Light Vehicles	1,200	General
	EVAC Waste Oil Drain	750	General
	Wheel Balancing Machine	5,500	General
	Freon Recovery Machine	6,500	General
	Equipment Maintenance Building Improvements	5,000	General
Public Works: Streets			
	Streets Building Improvements	25,000	General
Public Works: Parks			
	Landscaping	10,000	General
Total General Fund		376,525	
Special Revenue Fund			
	Police Department 10 GB Backbone Switch	4,000	P4P
	7 PD Laptops	19,000	P4P
	5-7 Vehicles	357,000	P4P
	Tennis Center	4,665,000	P4P
	City Yard Building Design	350,000	P4P
	7th Street Improvements	575,000	P4P
	County Road 54 East of Hercules	581,907	P4P
	Park Improvements-Design	300,000	P4P
	Park Improvements-Construction	1,100,000	P4P
	Sidewalk & Trail Projects	1,000,000	P4P
	Stormwater Plan	100,000	P4P
	Jeffries House Renovations	75,000	P4P
	Grapple Truck	125,000	P4P
	Turf Sprayer/Utility Vehicle	45,000	P4P

**City of Zephyrhills
Capital Recap**

Special Revenue Fund - Continued		Amount	Funding Source
	2 - Zero-Turn Mowers, Replacements	22,000	Gas Tax
	2 - 18' Lawn Trailers, Replacements	13,000	Gas Tax
	72" Contour/Turf Mower	34,000	Gas Tax
	Retention Pond Fencing	35,000	Gas Tax
	Paving Machine	95,000	Gas Tax
	Trailer, Paving Machine	25,000	Gas Tax
	Pump Station Upgrades	25,000	Gas Tax
	Street Resurfacing	600,000	Gas Tax
Total Special Revenue Fund		10,145,907	
CRA Fund			
	Little But Loud	250,000	CRA
	Methodist Church Parking Lot	320,000	CRA
	Emtrance Signage	102,000	CRA
Total CRA Fund		672,000	
Impact Fees Fund			
	Design/Construct Jennifer Lane	120,000	Trans Impact Fees
	Simons Road Phase II	2,320,000	Trans Impact Fees
	Dairy Road to Kossik Road Project	800,000	Trans Impact Fees
	Gateway Project	350,000	Trans Impact Fees
	Eiland and Simons Road Instersection	800,000	Trans Impact Fees
	Transportation Impact Fee Study	50,000	Trans Impact Fees
	Playground Equipment, Replace	150,000	Park Impact Fees
	Speed Signs	17,000	Police Impact Fees
	CU Reno	85,000	Police Impact Fees
	Gator	20,000	Police Impact Fees
	Voice Stress Analysis	10,000	Police Impact Fees
	CAD System Upgrade	305,154	Police Impact Fees
Total Impact Fees Fund		5,027,154	
Utilities Fund			
	Utility Billing		
	Tyler Cashiering Receipt Printers	3,000	Utilities
	Total Utility Billing	3,000	
	Water		
	Building Improvements - Water Divison Building	350,000	Utilities
	Capital Water Line Replace & Repair	150,000	Utilities
	System Evaluation & Mapping	75,000	Utilities
	Well Rehabilitation	70,000	Utilities
	Backflow Replacement Program	100,000	Utilities

**City of Zephyrhills
Capital Recap**

Utilities Fund - Continued		Amount	Funding Source
	SCADA System Upgrade	30,000	Utilities
	Water Line Extension Copeland to Tucker	2,000,000	SRF
	Water Line Extension Phelps to Simmons	1,500,000	SRF
	Generator at tank site WA #206	100,000	Utilities
	Well 10 Building Construction	100,000	Utilities
	New Tractor Backhoe - Replacement	130,000	Utilities
	Computer/Laptop Upgrades and new monitors	8,000	Utilities
	Inventory	350,000	Utilities
	Total Water	4,963,000	
Wastewater			
	Surge Tank	1,000,000	Utilities
	Lift Station Alarm System Upgrades	60,000	Utilities
	Lift Station Major Rehabilitation Project	400,000	Utilities
	Sewer Manhole Major Rehabilitation	150,000	Utilities
	Sewer Line Rehabilitation	400,000	Utilities
	WWTP PLC & Hardware Upgrades	25,000	Utilities
	North Side Lift Station and FM	4,000,000	Utilities
	City/County Reclaimed and Water Systems	2,000,000	Utilities
	Lift Station Generator Package	85,000	Utilities
	Sludge Holding Tank Coating	50,000	Utilities
	2500 HD 4x4 Diesel Truck	75,000	Utilities
	Computers and Monitors	10,000	Utilities
	Inventory	15,000	Utilities
	Total Wastewater	8,270,000	
Total Utilities Fund		13,236,000	
Airport Fund			
	Jet Parking Lot	3,000,000	100% State
	Taxiway Alpha Construction	3,600,000	FAA 100%
	12/24 volt Start Pac & GPU/ Golf Cart or RTV	38,000	Airport
Total Airport Fund		6,638,000	
Sanitation Fund			
	Crane/Service Truck (Replace 1989 Crane Truck)	80,000	Sanitation
	Curotto Can, Automated Cart Lift	50,000	Sanitation
	3/4 Ton Truck (Replace 2006 Truck)	50,000	Sanitation
	Admin Vehicle (Replace 2004)	40,000	Sanitation
	Gas-Power Air Compressor, 13 H.P.	3,500	Sanitation
	Grapple Truck	125,000	Sanitation
	Roll Off Dumpsters	15,000	Sanitation
	Building Improvements	12,000	Sanitation
Total Sanitation Fund		375,500	
Total Capital Outlay		36,471,086	

BUSINESS ITEMS/PUBLIC HEARING 3.3

First Reading of Ordinance 1424-21 Marianne M. Simons Trust Annexation

Issue:

First reading / public hearing – Marianne M Trust Annexation.

Background:

A petition was submitted by the Marianne M Trust for 12.53 acres (MOL) for Annexation. Staff, Planning Commission & City Council recommend approval. The September 13, 2021 City Council meeting will serve as the public hearing.

Attachment(s):

1. Ordinance 1428-21 Marianne M. Simons Trust FLU- Zoning
2. Ordinance 1428-21 Exhibit A

Fiscal Impact:

N/A

Staff Recommendation:

Approval of the Marianne M Trust petition for Annexation.

ORDINANCE NO.1428-21

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA,
APPROVING A SMALL SCALE FUTURE LAND USE MAP
AMENDMENT FROM COUNTY RES-6 TO CITY RU
(RESIDENTIAL URBAN), AND AMENDING THE ZONING
FROM COUNTY AC TO CITY PUD (PLANNED UNIT
DEVELOPMENT), FOR PARCEL 04-26-21-0000-00200-0000
PROVIDING FOR TRANSMITTAL AND AN EFFECTIVE
DATE.**

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's territorial boundaries upon receipt of written consent of the land owners, together with the approval of the City Council of said Future Land Use Map amendment duly expressed by Ordinance; and

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163 and 166, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the land owner, together with the approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearings on August 17, 2021 to consider the proposed amendment to the Comprehensive Plan and rezoning, with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, based on the recommendation of the Planning Commission to the City Council, said Council has prepared the amendment to the City's Comprehensive Plan and is hereby transmitting to the Florida Department of Economic Opportunity, Division of Community Development and such other agencies as required by Section 163.3184, Florida Statutes and recommended by the Florida Department of Economic Opportunity.

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 RU (Residential Urban) 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 PUD 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 ENACTED AND ORDAINED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

Section 1. The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. This Ordinance is enacted pursuant to Chapter 163, Florida Statutes and under the home rule powers of the City.

Section 3. The following lands, lying and being situated in the City of Zephyrhills, Pasco County, Florida, to wit:

Physical Address: 6419 Simons Rd, Zephyrhills, FL 33541

Parcel/Tax ID No.: 04-26-21-0000-00200-0000

Legal Description:

Commence AT SE Corner OF NE 1/4 OF NW 1/4 OF SE 1/4 TH W 700 FT TH N PARALLEL TO E BDY 780 FT TH E 700 FT TH S TO POB OR 122 PG 175 OR 760 PG 1227 OR 7896 PG 1672.

12.53 acres MOL

The Future Land Use classification is hereby amended from County RES-6 to City RU (Residential Urban) and the zoning designation is hereby rezoned from County AR to City R4 (Multi-Family Residential) and included within the boundaries of the City of Zephyrhills, Florida.

Section 4. The following conditions are provided and included as part of subject ordinance:

- 1.) Future development on subject property shall require an updated traffic study that assesses the operational impacts of the proposed development / uses to determine if turn lanes are required;
- 2.) Future development on subject property shall require a City tree removal permit / tree replanting / mitigation prior to the removal of trees on subject property;
- 3.) The owner / developer shall convey at no cost to the City Of Zephyrhills ROW along Simons Rd and to be reflected on future site plan / plat(s). In addition, the owner/developer and its successors and assigns, shall design, construct, permit and obtain at no cost to the City, any and all permits required by other agencies for appropriate drainage/retention facilities on the owner's/developer property or another site acceptable to the City Of Zephyrhills. Plans should include: initial and future travel lanes, sidewalks, bike lanes, trails, medians and other roadway appurtenances as required;
- 4.) ROW may be transferred by perpetual ROW easement, fee simple deed, or dedicated as determined by City Staff. All conveyances shall occur prior to approval of the future engineered site plan or final plat. All conveyances shall be clear of all liens and encumbrances, including exemption from all covenants and deed restrictions;
- 5.) The future engineered site plan / subdivision plat shall reflect road /access / turn lanes improvements as indicated in the future final traffic study;
- 6.) The owner /applicant acknowledges that any provisions of Zephyrhills ordinances not specifically waived shall be in full force and effect;
- 7.) A pre-application meeting shall be conducted with the future engineer / City Planning Department prior to submittal of a preliminary site plan (all phases);
- 8.) The owner/applicant shall submit a preliminary site plan for review and approval in accordance with all requirements of Articles 6 and 7 of the City's Land Development Code;
- 9.) All future construction / stormwater management shall comply with the City's basins of special concern ordinance and obtain required permit(s) from SWFWMD;
- 10.) A City ROW use permit and required utility permits shall be obtained and provided to the City of Zephyrhills Planning Department;
- 11.) The two existing home sites / parcels shall be allowed to remain. Future redevelopment of subject homes / parcels shall constitute a PUD master plan modification and review / approval from the City of Zephyrhills (PUD Master Plan for subject property - Exhibit A).
- 12.) Future final plans for non-residential development shall be reviewed to ensure parking requirements are satisfied;
- 13.) Applicant / property owner shall dedicate to the City of Zephyrhills a pad ready site (clearing & grubbing) as defined on the Master plan as "Indoor Tennis center" / adjoining parking with no financial compensation;
- 14.) Secondary access is required / recommended to connect to the SVB Tennis parking lot;
- 15.) Cross parking and access agreements are required to provide access between SVB Tennis Center and Simons property and access easements to the two outparcels;
- 16.) A Development Agreement shall be developed between the applicant and the City of Zephyrhills formalizing agreements.

LEGAL DESCRIPTION
(LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA)

"COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, THENCE RUN WEST 700 FEET, THENCE NORTHERLY 780 FEET PARALLEL TO THE EAST BOUNDARY LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, THENCE EAST 700 FEET TO SAID EAST BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THENCE RUN SOUTH TO THE POINT OF BEGINNING."

CONTAINING 12.526 ACRES, MORE OR LESS.

SITE DATA

PARCEL ID: 04-26-21-0000-00200-0000
S/T/R: 04-26-21
SITE AREA: 545,626 SF (12.526-ACRES)
EXISTING ZONING: AGRICULTURAL DISTRICT (A-C)
PROPOSED ZONING: PLANNED UNIT DEVELOPMENT (PUD)
EXISTING FUTURE LAND USE: RES-6
PROPOSED FUTURE LAND USE: MIXED USE (MU)
EXISTING USE: TWO SINGLE FAMILY DETACHED RESIDENCES
WATER/WASTEWATER SERVICE AREA: CITY OF ZEPHYRHILLS
FLOODZONE: "X" PER FEMA PANEL 12101C0289F
STORMWATER: BASIN OF SPECIAL CONCERN

AREA BREAKDOWN
EXISTING SITE AREA: SITE AREA: 545,626 SF (12.526-ACRES)
OUTPARCEL "A": 1.65-ACRES (NOT INCLUDED)
OUTPARCEL "B": 0.75-ACRES (NOT INCLUDED)
RIGHT OF WAY DEDICATION: 0.542-ACRES
HEALTHIER STAY PROJECT (PD PLAN): 9.584-ACRES

LEGEND

--- EXISTING PROPERTY LINE

▨ PROPERTY TO BE DEDICATED AS RIGHT OF WAY

■ PROPOSED BUILDING

■ PROPOSED PAVEMENT

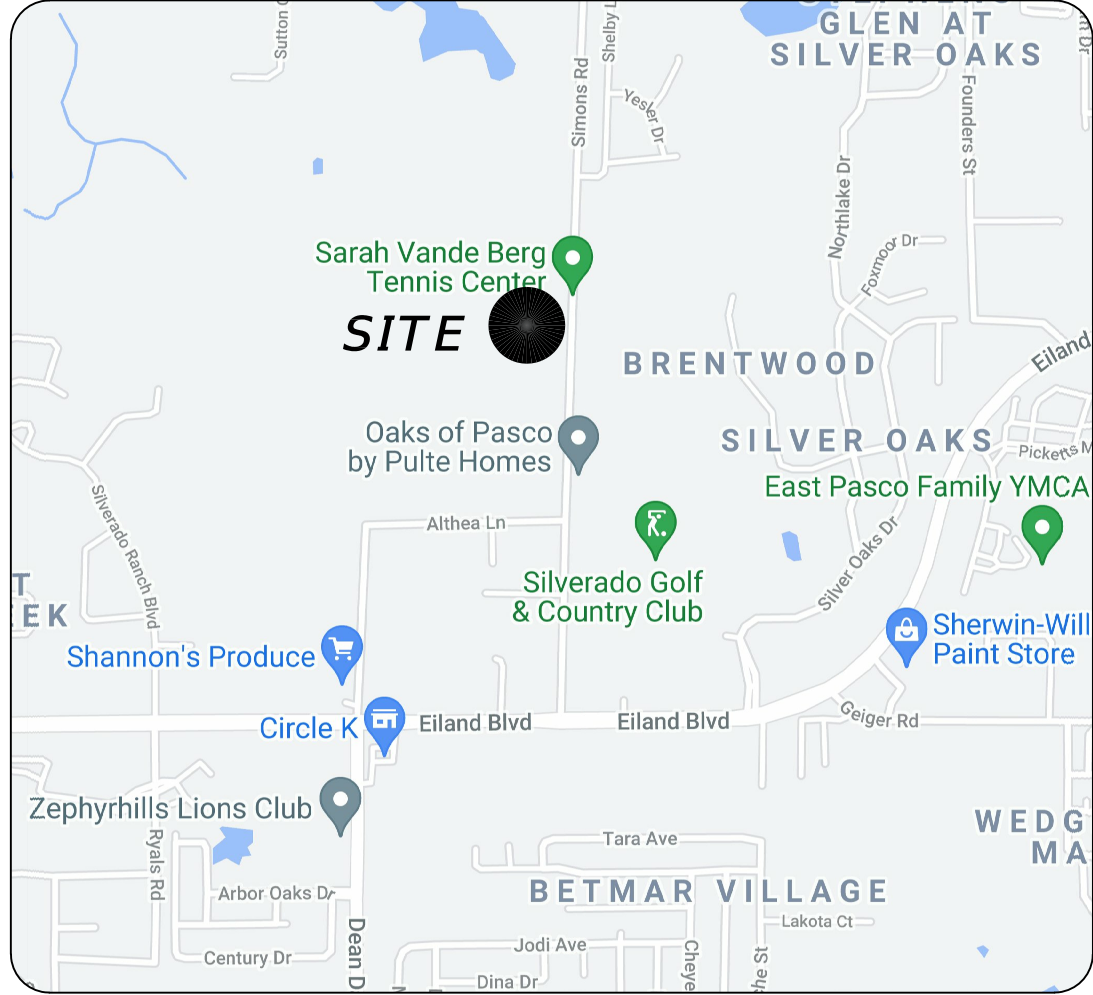
DEVELOPMENT CRITERIA

RESIDENTIAL
PROJECT AREA: 5.51-ACRES
PROPOSED DENSITY: 10 UNITS / ACRE (MAX.)
SETBACKS:
FRONT: 25'
SIDE: 7.5'
REAR: 25'
MINIMUM LOT WIDTH:
SINGLE FAMILY ATTACHED: 60-FOET
SINGLE FAMILY DETACHED: 20-FOET
HEIGHT: TWO STORY MAXIMUM
PRIVATE RIGHT OF WAY WIDTH:
ONE WAY-25'; TWO WAY-40'

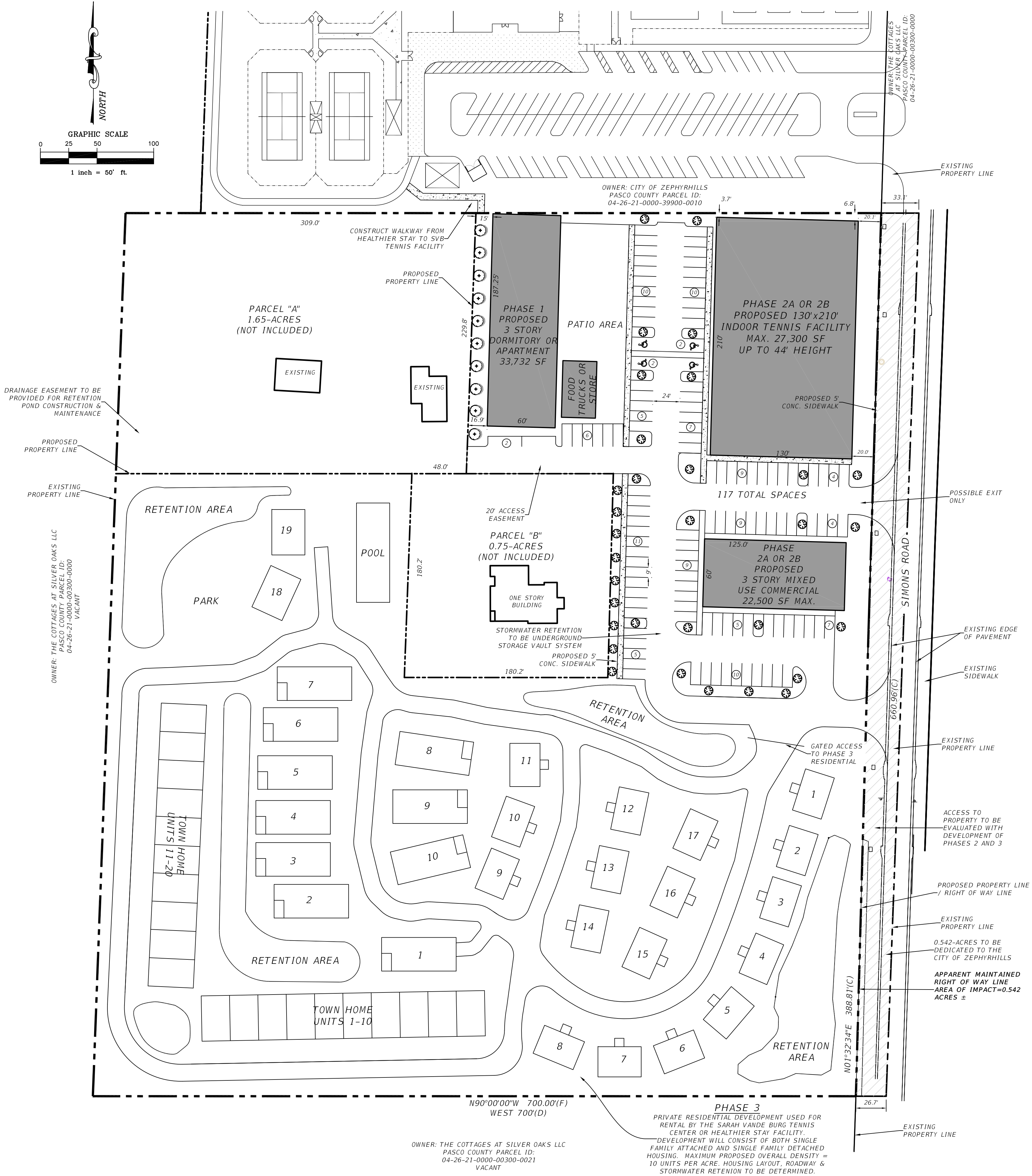
COMMERCIAL
PROJECT AREA: 4.07-ACRES
PROPOSED F.A.R.: 85,032 / 177,293 = 0.48 (0.50 MAX)
SETBACKS:
FRONT: 20'
SIDE: 0'
REAR: 10'
HEIGHT: 48' MAXIMUM
PARKING:
PHASE 1 LIVING SPACE: PROVIDED AT ADJACENT SVB TENNIS CENTER
PHASE 2 INDOOR TENNIS BUILDING:
NA - SHARED PARKING WITH SVB, HEALTHIER STAY AND OTHER OFFSITE PROPERTY
PHASE 2 MIXED USE BUILDING:
22,500 SF @ 5 SPACES / 1000 SF = 113 SPACES
TOTAL REQUIRED PARKING = 113 SPACES
TOTAL PROVIDED PARKING = 117 SPACES



VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.



			CPWG ENGINEERING, INC. 3918 N. HIGHLAND AVE. TAMPA, FL 813-361-2644			DEVELOPER: <u>SVB PROPERTIES, LLC.</u> 6585 SIMONS ROAD ZEPHYRHILLS, FL 33541	HEALTHIER STAY	PLANNED DEVELOPMENT PLAN	SHEET NUMBER
						1			
1	06/15/21	REVISED LAYOUT							
0	05/26/21	PD SUBMITTAL							
NO.	DATE	REVISION			MICHAEL STALZER, PE FLORIDA REG. PROF. ENGINEER No.: 79953				OF 1 SHEETS

BUSINESS ITEMS/PUBLIC HEARING 3.4

First Reading of Ordinance 1425-21 Terrace At Pretty Pond Parcel I.D. 35-25-21-0010-06800-0010 Annexation

Issue:

Ordinance No. 1425-21

Future Land Use Map Amendment & Rezoning of Parcel/Tax ID No. 35-26-21-0010-06800-0010

Background:

Subject Parcel No. 35-26-21-0010-06800-00010 approximately 1.75 acre of real property generally located +/- 280 feet east of the intersection of Pretty Pond and Wire Roads, is the subject of: a) a Small-Scale Comprehensive Plan Map Amendment* to change the Future Land Use Classification from Pasco County RES-6 (Residential, 6 du/ga) to City RU (Residential Urban, 7.5-20 DU/GA); and b) a Zoning Map amendment changing the zoning designation from Pasco County AR (Agriculture) to City R4 (Multi-Family Residential).

Analysis:

The subject property is generally located +/- 280 feet east of the intersection of Pretty Pond and Wire Roads and was the subject of a petition for Annexation. Land uses in the surrounding area consist of office, multi-family residential, medium-density residential and low-density residential. The proposed overall density requested by the applicants for the future construction of townhomes is 12.8 units per acre, and the allowed density of the proposed FLU of RU and zoning designation of R4 are consistent with the land uses in the area.

The proposed FLUMA qualifies as a Small-Scale Comprehensive Plan Amendment (under 10 acres prior to July 1, 2021 and under 50 acres after July 1, 2021). The proposed FLUMA is consistent with Chapter 163, Part II, FS; the City of Zephyrhills Comprehensive Plan; and the Land Development Code.

The proposed rezoning is consistent with the development patterns and zoning designations in the surrounding area and will not create a "spot zone." The proposed zoning change is consistent with the proposed FLUMA, the City of Zephyrhills Comprehensive Plan, Land Development Code and City Code of Ordinances. The requested zoning changes are not anticipated to create a situation of premature development based on the development patterns in the general vicinity and utility infrastructure is available to the site.

Per the City and County's Joint Planning Agreement, Pasco County has reviewed the application and found the request to be consistent with the City's Comprehensive Plan and existing uses in the surrounding area. Pasco County does not object to the proposed future land use/zoning amendments.

Attachment(s):

1. Terrace at Pretty Pond Staff Report
2. MAP_FLU & Rezoning (0010)
3. Ordinance 1425-21 ANNEXATION Terrace at Pretty Pond

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the proposed FLUMA and Rezoning.

The Planning Commission recommended approval of the proposed FLUMA and Rezoning with the condition that as the project moves through to the development plan phase, staff works with the applicants and surrounding property owners to address existing off-site stormwater concerns in the area and provide the Commission with updates.

STAFF REPORT

RE: ANX | FLU | RZ-0005-21
Terrace @ Pretty Pond Townhomes – Annexation, FLUMA & Rezoning

DATE: August 23, 2021

I. BACKGROUND & INFORMATION

A. Site Information

Property Owner:	Florentino Palas & Elizabeth Q Palas Trustees of the Elizabeth Q Palas Inter Vivos Revocable Trust 702 Kingswood Loop Brandon, FL 33511-7012	
Applicant:	Michael Mann 2336 Heritage Lakes Drive Lakeland, FL 33803	
Parcel Information:	11-26-21-0010-06800-0000	11-26-21-0010-06800-0010
Acreage:	2.06 acres MOL	1.75 acres MOL
Current Jurisdiction:	City of Zephyrhills	Pasco County
Existing Future Land Use:	RE (Residential Estate, 0-2 du/ga)	RES-6 (Residential, 6 du/ga)
Proposed Future Land Use:	RU (Residential Urban, 7.5-20 du/ga)	
Existing Zoning:	ER (Estate Residential)	AR (Agriculture)
Proposed Zoning:	R4 (Multi-Family Residential)	

B. Application Summary

Applications for SIMULTANEOUS REVIEW of petitions to annex, amend the Comprehensive Plan (Small-Scale Map Amendment) and Rezone submitted by Micheal Mann for 2 parcels, combined approximating 3.81 acres, generally located at the southeast corner of Pretty Pond Road and Wire Road, for the future construction of townhomes.

Sub0ject Parcel 11-26-21-0010-06800-0000 (generally located at the SE corner of Pretty Pond and Wire Roads) is currently within the jurisdictional boundaries of the City of Zephyrhills and is the subject of a Small-Scale Comprehensive Plan Map amendment to change the Future Land Use Classification from City RE (Residential Estate, 0-2 du/ga) to City RU (Residential Urban, 7.5-20 du/ga); and a Zoning Amendment, changing from City ER (Estate Residential) to City R4 (Multi-Family Residential).

Subject Parcel 11-26-21-0010-06800-0010 (generally located +/- 280 feet east of the intersection of Pretty Pond and Wire Roads) is currently within the jurisdictional boundaries of Pasco County and is considered an ENCLAVE as it is bordered to its north, south, east and west by properties located within the City of Zephyrhills. Said property is the subject of an application for annexation; a Small-Scale Comprehensive Plan Map amendment to change the Future Land Use classification for Pasco Count RES-6 (Residential, 6 du/ga) to City RU (Residential Urban, 7.5-20 du/ga); and a Zoning Amendment changing from Pasco County AR (Agricultural) to City R4 (Multi-Family Residential).

C. Previous Action

1. Site Plan Review Committee

Applications were presented at the May 18, 2021 Site Plan Review Committee Meeting with a staff recommendation of approval.

2. Planning Commission (1)

Applications were presented at the June 15, 2021 Planning Commission meeting. The item was **tabled** due to concerns with nearby Alpha Village and Crestview's stormwater ponds and previous flooding. The Planning Commission asked staff and the applicant's engineer to look into the issue.

3. Planning Commission (2)

Applications were brought back to the August 17, 2021 Planning Commission meeting. The Planning Commission recommended approval of the annexation, comprehensive plan amendments, and rezonings.

D. Pasco County Review

Per the City and the County's Joint Planning Agreement, Pasco County has reviewed the application and found the request to be consistent with the City's Comprehensive Plan and existing uses in the surrounding area. Pasco County does not object to the annexation or proposed future land use/zoning amendments.

II. DATA & ANALYSIS

A. Character Analysis

The Subject Properties are generally located at the SE corner of Pretty Pond and Wire Roads. Land uses in the surrounding area consist of office, multi-family residential, medium-density residential and low-density residential. The proposed density of the applicants at 12.8 units per acre, and the allowed density of the proposed FLU and zoning designation are consistent with land uses in the area. The construction of townhomes, as proposed, is compatible with the area.

East Property directly to the east of the subject property is zoned ER.

West Property directly to the west of the subject parcels across Wire Road have a Future Land Use Classification of MU (Mixed Use, up to 20 du/ga) and is zoned PUD. Property to the southwest is zoned OP (Office Professional), and there is an existing multi-family residential complex with a zoning of R4 (multi-family residential, up to 20 du/ga) further to the southwest.

North Northeast of the subject property, is undeveloped land with a Future Land Use Classification of RU (Residential Urban, 7.5-20 DU/GA) and a zoning designation of R4; the Zephyr Lakes (Abbott Park) development which contains 500+ single-family units on a mix of 40-60 foot lots and a small portion slated for multi-family or townhomes. Directly north from the subject properties is the Crestview development containing single-family residential homes on a mix of 50 and 60 foot lots.

South Properties south of the subject properties are existing single-family homes within the Alpha Village community zoned R2 (Single-Family Residential, up to 5 du/ga).

B. Compatibility Analysis

Annexation

The proposed annexation of Subject Property 11-26-21-0010-06800-0010 (1.75 acres) is consistent with the criteria of Chapter 171.043, FS and is located within the City/County Joint Planning Area (JPA) and the City's Utility Service area. The inclusion of said property will remedy an existing ENCLAVE in the area.

Small-Scale Comprehensive Plan Amendment –Future Land Use Map Amendment (FLUMA)

The proposed FLUMA for both subject properties combined qualifies as a Small-Scale Comprehensive Plan Amendment (under 10 acres prior to July 1, 2021 and under 50 acres after July 1, 2021) and does not require transmittal to the State Department of Economic Opportunity (DEO). The proposed FLUMA is consistent with Chapter 163, Part II, FS; the City of Zephyrhills Comprehensive Plan; and the Land Development Code.

Applicants are request to change the FLU classification of Subject Parcel 11-26-21-0010-06800-0000 (2.06 acres) from City RE (Residential Estate, 0-2 du/ga) to City RU (Residential Urban, 7.5-20 du/ga); and Subject Parcel 11-26-21-0010-06800-0010 (1.75 acres) from Pasco County RES-6 (Residential, 6 du/ga) to City RU. *RU is the logical classification for properties expecting anywhere between 7.5 and 20 DU/GA.*

The subject properties are located at the SE corner of Pretty Pond and Wire Roads. Both Pretty Pond and Wire Roads are owned/maintained by Pasco County. The property is de-minimus and will not require a full traffic study but will be required to do a traffic impact analysis to determine whether turn lanes and intersection improvements are necessary. Estimated impacts are 25 PM Peak Hour trips per day.

The proposed changes are consistent with the goals, objectives and policies of the City of Zephyrhills 2025 Comprehensive Plan; and are consistent and compatible with the land use and development trends of the surrounding area.

Rezoning

The proposed zoning changes are consistent with the development patterns and zoning designations in the surrounding area and will not create a “spot zone.” The proposed zoning changes are consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code and City Code of Ordinances. The requested zoning changes are not anticipated to create a situation of premature development based on the development patterns in the general vicinity and utility infrastructure is available to the site.

Applicants are requesting to change the zoning designation of Subject Parcel 11-26-21-0010-06800-0000 from City ER (Estate Residential) to City R4 (Multi-Family Residential); and Subject Parcel 11-26-21-0010-06800-0010 from Pasco County AR (Agricultural) to City R4 (Multi-Family Residential) for the future construction of approximately 49 townhome units – proposed density threshold of 12.8 du/ga.

R4 is the logical classification for townhomes and for properties expecting anywhere between 7.5 and 20 du/ga.

C. Natural & Historic Resources

The following site characteristics are provided:

1. Soil Types

Arredondo Fine Sand with 0-5% slope (3.0 acres or 81.8% of subject property) and 5-8% slope (0.8 or 18.2% of subject property).

2. Flood Plain

The subject parcels lie within FEMA Flood Zone “X” and are outside the 100-year flood zone. It has been brought to staff and the applicant’s attention that issues surrounding the Crestview and Alpha Village stormwater ponds must be addressed with regards to flooding.

3. Stormwater

The stormwater system will be designed to provide storage and treatment of runoff as required by state/local jurisdictions. It is anticipated that a dry-retention pond will be utilized on the southern end of the properties.

4. Wetlands/Water Bodies

No wetlands or waterbodies have been found to be present on the site.

5. Historic | Archaeological Resources

The subject parcels are located outside the Zephyrhills Historic District and are not projected to impact any identified historic resources. If archaeological resources are found onsite during

development, notification should be made to the City and the Florida Department of Historical Resources.

6. Natural Resources

Land Resources Consultants, LLC provided a report on behalf of the applicants and found no indication of protected species or critical habitats. The site was found to be suitable habitat for Gopher Tortoise – however, no tortoise or burrows were observed on site. If resources, such as tortoise, burrowing owls, etc. are found on site during future development of the property, a full report and mitigation and/or relocation plan shall be submitted to the city.

D. Public Service Analysis & Impact

1. Police

Projected service demand is within satisfactory limits for future development of the site proposed for townhome units at 12.87 du/ga. Areas further to the east are within unincorporated Pasco County and both City/County properties receive regular patrol.

2. Fire Services

Projected general fire service demand is within satisfactory limits for future development of the site and proposed for townhome units at 12.87 du/ga. Adequate Fire/EMS service is provided by Pasco County.

3. Potable Water

City potable water service is available to the subject properties. Projected general water service demand provided by the applicants for a maximum of 20 du/ga is 300 gallons per day (gpd) x 76.2* units = 22,860 gpd, for an overall impact of +21,000 gpd based on existing land use designations. Initial coordination with the City has begun and sufficient capacity exists within the current water use permit. **PLEASE NOTE: The applicants are only proposing 49 units (12.87 du/ga = total of 14,700 gpd expected.*

4. Sewer

City sewer services are available to the subject properties. Projected general service demand provided by the applicants for a maximum of 20 du/ga is 200 gallons per day (gpd) x 76.2* units = 15,240 gpd for an overall impact of +14,066 gpd. Initial coordination has begun with the City. **PLEASE NOTE: The applicants are only proposing 49 units (12.87 du/ga) = total of 9,800 gpd.*

5. Sanitation

Future development will be required to utilize City Sanitation Services. The City collaborates with Pasco County for use of their landfill sites.

6. Transportation

Access to the project is proposed on Wire Road – however; staff have indicated the preferred access point to be on Pretty Pond to the east side of the Subject Parcels (this will be further reviewed). The project is de-minimus and will not be required to conduct a full traffic study. Turn lane and intersection improvement analysis will be required. Currently the project is estimated at 25 PM Peak Hour trips per day.

7. Schools

Staff have forwarded the application to Pasco County School Board for impact/concurrency review. Pasco County School Board planners had no objections and anticipated impacts are provided in the justification report.

E. Comprehensive Plan Analysis & Verified Applicant Response

IMPLEMENTATION

GOAL LU-1: To achieve economically diversified tax bases 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.

Response: ***"The Terrace at Pretty Pond will complement the residential character of the City of Zephyrhills while providing an additional option for those looking for a home with less maintenance. The proposed development provides further benefit to the City of Zephyrhills by increasing the tax base."***

LAND DEVELOPMENT REGULATION

OBJ. 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 goal and consistent with this adopted plan.

POLICY LU-1-1-1: The City shall continue to enforce land development regulations to ensure orderly development that, at a minimum, contains 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 by designating appropriate activities and land uses within well-head protection areas and environmentally sensitive lands;
- i. Provision of mixed-land use designations, such as recreation... in residential areas; and
- j. Discourage the proliferation of urban sprawl.

Response: ***"The Terrace at Pretty Pond will ensure each of the above items are addressed as part of the site development/construction plans that will be submitted to all applicable government agencies. Urban sprawl will not be created by the proposed development. The proposed development is located on 2 parcels that are uniquely situated between 2 subdivisions with relatively high densities. The goal of the developer is to provide a townhome community that will meet the demands of a varied age group, ranging from young adults to senior citizens who are looking for a more maintenance-free lifestyle."***

RESIDENTIAL DEVELOPMENT

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

Response: *"The Terrace at Pretty Pond will complement the quality of life within the surrounding communities. The proposed development will not interfere with the integrity of the established neighborhoods in the area."*

POLICY LU-1-2-1: Residential development shall be consistent with the following residential density categories:

...b. 7.5-20 units/gross acre.

Response: *"The Terrace at Pretty Pond will contain a density of 13 dwelling units per gross acre and falls within the range criteria of the RU Future Land Use Category requested in the application."*

POLICY LU-1-2-2: Existing residential areas shall be protected from incompatible activities. Other land users shall also be protected from the encroachment of incompatible residential activities.

Response: *"The Terrace at Pretty Pond is a proposed development that will provide compatibility with the existing residential areas and will serve as a transition between varying residential densities."*

POLICY LU-1-2-3: The location and extent of residential land uses shall be in accordance with the Future Land Use Map and the descriptions of types, sizes, and densities of land uses contained in this element.

Response: *"The Terrace at Pretty Pond complies with the requirements of the Future Land Use Map, its categories, and its established development pattern for this area. The area being annexed is currently classified as RES-6 by Pasco County. The City's request via the accompanying RU category is compatible."*

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

Response: *"The Terrace at Pretty Pond is compatible with the existing future land use categories, surrounding zoning districts and the established development pattern of the area."*

I. RECOMMENDATION

A. Staff

Based upon the above and ongoing analysis, Staff recommends approval of the petitions for Annexation, Future Land Use Map amendments, and Rezoning.

B. Planning Commission

At the August 17, 2021 meeting, Planning Commission voted to recommend approval of the petitions for Annexation, Future Land Use Map amendments and Rezoning as presented, with the condition that the Commission be given periodic updates on the Crestview and Alpha Village stormwater issues.

JUSTIFICATION REPORT

THE TERRACE AT PRETTY POND

PROJECT DESCRIPTION

The Terrace at Pretty Pond is a 49-unit townhome development located in the northeastern portion of the City of Zephyrhills. Two separate parcels are included in this three-fold application process. Parcel 35-25-21-0010-06800-0000 is located within the City of Zephyrhills and Parcel 35-25-21-0010-06800-0010 is located within unincorporated Pasco County. The Pasco County parcel is proposed for annexation into the City of Zephyrhills. The subject parcels are generally located in the southeastern portion of Pasco County and the northeast portion of the City of Zephyrhills (Appendix 1 – City of Zephyrhills Boundary). More specifically, The Terrace at Pretty Pond will be located in the southeast corner of the intersection of Pretty Pond Road and Wire Road (Appendix 2 & 2A - Aerial).

This three-part concurrent development application will provide for annexation of the Pasco County parcel, a comprehensive plan amendment for both parcels, and a rezoning of both parcels.

Existing Parcel Information

PARCEL ID:	35-25-21-0010-06800-0000	35-25-21-0010-06800-0010
ACREAGE:	2.06	1.75
REQUESTED USE:	Townhomes	Townhomes
CURRENT USE:	Vacant/Undeveloped	Vacant/Undeveloped
ZONING DISTRICT:	City ER	Pasco County AR
FUTURE LAND USE CLASSIFICATION:	City RE	Pasco County RES-6
SPECIAL DISTRICTS:	N/A	N/A

The subject property for both the City of Zephyrhills and Pasco County are vacant and undeveloped.

PROPOSED DEVELOPMENT

The proposed development requests approval for a 49-unit, single-family townhome subdivision. The lots will be generally 19 feet wide by 50 feet deep. The site plan submitted with this application has been prepared with professional services from Hillsborough Surveying, Validus Engineering Group, LLC, and Land Resource Consultants, LLC.

As proposed, a three-part concurrent development application requires three actions by the City of Zephyrhills. The first is an annexation for Parcel 35-25-21-0010-06800-0010 along with a Comprehensive Plan amendment and a Rezoning application. A pre-application meeting with the City of Zephyrhills was held on January 6, 2021.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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 Terrace at Pretty Pond will complement the residential character of the City of Zephyrhills while providing an additional option for those looking for a home with a less maintenance. The proposed development provides further benefit to the City of Zephyrhills by increasing the tax base.

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.*

Policy 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 by designating appropriate activities and land uses within well head protection areas and environmentally sensitive land;*
- i. Provision of mixed land use designations, such as recreation in residential area; and*
- j. Discourage the proliferation of urban sprawl.*

The Terrace at Pretty Pond will ensure each of the above items are addressed as part of the construction plans that will be submitted to all applicable government agencies. Urban sprawl will not be created by the proposed development. The proposed development is located on two parcels that are uniquely situated between two subdivisions with relatively high densities. The goal of the developer is to provide a townhome community that will meet the demands of a varied age group, ranging from young adults to senior citizens who are looking for a more maintenance free lifestyle. Open space will be provided to residents for recreational purposes and gatherings.

Residential Development

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

The Terrace at Pretty Pond will complement the quality of life within the surrounding communities. The proposed development will not interfere with the integrity of the established neighborhoods in the area.

Policy LU-1-2-1: *Residential development shall be consistent with the following residential density categories:*

. . .b. Residential Urban – 7.5 to 14.0 units/gross acre;

The Terrace at Pretty Pond will contain a density of thirteen dwelling units per acre and falls within the high range criteria of the RU Future Land Use category requested in this application.

Policy LU-1-2-2: *Existing residential areas shall be protected from incompatible activities. Other land users shall also be protected from the encroachment of incompatible residential activities.*

The Terrace at Pretty Pond is a proposed development that will provide compatibility with the existing residential areas and will serve as a transition between varying residential densities.

Policy LU-1-2-3: *The location and extent of residential land uses shall be in accordance with the Future Land use Map and the descriptions of types, sizes, and densities of land uses contained in this element.*

The Terrace at Pretty Pond complies with the requirements of the Future Land Use Map, its categories, and the established development pattern of this area. The area being annexed is currently classified as RES-6 by Pasco County. The City's request via the accompanying RU category is compatible.

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

The Terrace at Pretty Pond is compatible with the existing future land use categories, surrounding zoning districts and the established development pattern of the area.

CONSISTENCY WITH 171.043, F.S.

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).

Subsection 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.

Parcel 35-25-21-0010-06800-0010 is contiguous to the City of Zephyrhills. The abutting parcel is located within the City of Zephyrhills. No portion of the parcel will be included within the boundary of another incorporated municipality upon annexation approval.

Subsection 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.

The Terrace at Pretty Pond will be developed for urban purposes by providing for a total resident population equal to at least two persons for each acre of land included within its boundaries.

Subsection 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).

The Terrace at Pretty Pond can be serviced without the extension of water and / or sewer lines through a sparsely developed area.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE AND CITY ORDINANCES

The Terrace at Pretty Pond will be designed and permitted consistent with the City of Zephyrhills Land Development Code and applicable City Ordinances.

ANNEXATION

The accompanying annexation application includes a total of 1.75 acres located in unincorporated Pasco County. The northern boundary of the annexed property abuts Pretty Pond Road. The annexed property will be joined with the property immediately to the west, that is currently within the City of Zephyrhills city limits. The applicant believes that the annexation of this parcel is reasonable and meets the legal requirements for inclusion into the City of Zephyrhills.



SURROUNDING FUTURE LAND USE

A comprehensive plan amendment is also included in this three-part application process. Annexing Parcel 35-25-21-0010-06800-0010 into the City of Zephyrhills will allow for a future unified development of the proposed residential project, matching the Future Land Use designations both to the north and to the south of these parcels. Upon approval, this request will assign the entire tract into the Residential Urban (RU) future land use category for the City of Zephyrhills. The RU classification purpose is to recognize properties that are appropriate to be developed in a suburban, high density manner. It also recognizes that such areas are well-suited for residential uses typical of suburban, non-intensive qualities. The RU category also provides for development consistency between the densely developed RS areas to the north and to the south of these two parcels. The density range in RU is 7.5 to 14.0 dwelling units per gross acre.

It can be noted that the Pasco County parcel currently has a designated Future Land Use RES-6 as listed on Pasco County's Comprehensive Plan Map (Appendix 3 – FLU).

ZONING ANALYSIS

An application to rezone both Parcel 35-25-21-0010-06800-0000 and Parcel 35-25-21-0010-06800-0000 to R-4, Multi-Family Residential is the final application to run concurrently with this three-part application request. Currently, the parcel located within the City of Zephyrhills is zoned ER, Estate Residential. The parcel located within Pasco County is zoned AR, Agricultural Residential.

The requested R-4, Multi-Family Residential District, permits a density range of up to 20 units per gross acre with a maximum of 75% impervious area. The increase in density provides for greater land use compatibility. The proposed development located in the northwest quadrant of the Pretty Pond Road / Wire Road intersection was approved for a 168-unit, residential rental community on twelve acres. An existing Planned Unit Development, PUD, is located to the immediate north of The Terrace at Pretty Pond proposed development. Alpha Village Estates is an R-2 zoned development abutting the proposed development to the south. The proposed R-4 zoning would allow for a compatible transition between the varying zoning districts. In general, the properties to the northwest and west of the proposed development are zoned as PUD.

Public services provided by the City of Zephyrhills are available to service the proposed townhomes.

The future job growth for Pasco County exceeded the national average prior to the unprecedented changes that occurred during the COVID-19 pandemic, providing for a market demand in this area. Coupled with the expanding highway infrastructure and rapid expansion of private healthcare services and retail services, east Pasco County is ripe for development.

The Table below provides a summary of the parcels contained in the three-part application request:

Parcel ID	Current Political Jurisdiction	Current FLU Category	Proposed FLU Category	Current Zoning District	Proposed Zoning District
35-25-21-0010-06800-0000	City	RE	RU	ER	R-4
35-25-21-0010-06800-0010	County	RES-6	RU	AR	R-4

In summary, the proposed density for 49 townhomes is fully compatible with the established zoning area and established uses within the neighborhood. Once approved by the completed annexation, comprehensive plan amendment, and rezoning process, The Terrace at Pretty Pond will comply with the City of Zephyrhills Land Development Code and adopted ordinances. Its development will be consistent with the surrounding area, future land use categories of the comprehensive plan, the established area zoning, and the existing development pattern of the area (Appendix 4 – Zoning).

LOCAL DEVELOPMENT PATTERN

Much of the surrounding area either has homes already established or has proposed homes to be constructed in the future.

- To the immediate north, across Pretty Pond Road, is Crestview Hills, a development consisting of single-family detached homes that are accessed from Pretty Pond Road.

- To the immediate south is Alpha Village Estates, a development consisting of single-family detached homes. Alpha Village Estates is accessed from both Wire Road and 16th Street.
- The property abutting the immediate western boundary of the proposed development is a 30' strip of unimproved right-of-way owned by the City of Zephyrhills Per Pasco County Property Appraiser.
- Northwest of the proposed development, in the northwest quadrant of the Wire Road / Pretty Pond Road intersection, is an unimproved parcel, owned by Pretty Pond Investors, LLC.
- Due west, across Wire Road, is an undeveloped property owned by Adventist Health System. Access to this parcel does not appear to be determined at this time.
- To the immediate east is a single-family dwelling with access along Pretty Pond Road.



PREMATURE DEVELOPMENT ANALYSIS

The Terrace at Pretty Pond, consisting of 49 townhomes, will not create premature development. The proposed development is located amidst a variety of developed uses that provide functional, convenient, and necessary infrastructure. There are numerous residential uses within close proximity, as well as, health care, commercial retail, educational facilities, worship opportunities, and, within a short commute, governmental offices and an airport. The Terrace at Pretty Pond will blend with the established residential development pattern within the immediate area and will complement the existing neighborhoods with yet another option of for those desiring to live in the City of Zephyrhills.

UTILITY REPORT

POTABLE WATER

While an R-4 zoning will allow for 76 units, the proposed townhome development is anticipating only 49 units in this location. With a maximum density of 76 units, there will be a demand of 300 gallons per day (gpd) per dwelling unit impact on the existing city water supply. The estimated demand was determined from the City of Zephyrhills Comprehensive Plan's Level of Service requirements for the distribution of potable water.

An existing 12" water main is located along the south side of Pretty Pond Road. After a conversation with Mr. CJ Funnell, the Superintendent of Water, it appears there is adequate capacity for the incorporation of 49 townhomes. Detailed connections will be identified as part of the engineering and permitting process. (Appendix 14 – Potable Water System Zephyrhills Service Area Map PF-1)

FIRE PROTECTION

An existing fire hydrant is located in the southwest corner of the Pretty Pond Road / Wire Road intersection. However, because the existing hydrant is located along the opposite side of the roadway, the proposed development will incorporate a new hydrant along Pretty Pond to service the fire protection needs of the proposed townhome community. (Appendix 15 – Fire Pressure for Hydrant ID #1224 & #1225)

WASTEWATER

While an R-4 zoning will allow for 76 units, the proposed townhome development is anticipating only 49 units in this location. The proposed density of 76 units will generate 200 gallons per day per dwelling unit (gpd/du) of wastewater. The sanitary sewer sub-element of the City's Comprehensive Plan contains a level of service requirement for collection and treatment of 200 gpd/du during Peak Daily Flow with an average daily flow of 168 gpd/du.

An existing 4" sanitary sewer force main is located along the western portion of the proposed development along Wire Road. After a conversation with Mr. John Bostic, the Director of Utility Capacity, it appears there is adequate capacity to incorporate the proposed 49 townhome development. Since the existing line is pressurized, the proposed development will include a privately maintained lift station to service the townhome community. The lift station design will be detailed during the engineering and permitting review process. (Appendix 16 – Wastewater System Zephyrhills Area PF-2)

PRIVATE UTILITIES

Electricity

The public utility provider for the City of Zephyrhills is Duke Energy. Duke provides services to Zephyrhills, south Central Pasco and some miscellaneous smaller areas within unincorporated Pasco County. Duke reportedly has the capacity to service the subject property. The developer will be required to coordinate service connections with Duke and the City of Zephyrhills during construction.

Telephone / Television / Internet Service Providers

There are numerous providers for communication services in the general vicinity. As such, adjacent neighbors may have differing customized services to meet their individual family's needs.

SUITABILITY ANALYSIS

The Terrace at Pretty Pond is located on one of the remaining vacant acreages in the area surrounding the intersection of Wire Road and Pretty Pond Road. Currently, these parcels are surrounded by a variety of residential uses as well as a medical facility for rehabilitation. The proposed residential use with 49 townhomes will provide for a consistent density while also adding variety to potential property owners wanting to move into the area. It will utilize existing infrastructure, provide additional housing opportunities into the City of Zephyrhills, and blend with existing development in the vicinity. This development is considered appropriate for a continuation of single-family residential development already established in this area.

PUBLIC FACILITIES

Fire Protection and Emergency Management Services

Pasco County Fire Station No. 29 is located at 6907 Dairy Road. Pasco County Fire Station No. 29 is located less than one mile from the subject property as you travel south along Wire Road, then west on Daughtery Road, and then south on Dairy Road.

Law Enforcement

The subject property will be served by the City of Zephyrhills Police Department. Following annexation, the property in its entirety will be located within the city limits. The Pasco County Sheriff's Office actively patrols this area, as well. In the event of needed emergency support within the jurisdictions of either of these agencies, both agencies are able to respond to offer assistance.

The Zephyrhills Police Station is located at 6118 8th Street, a distance of less than two miles from the subject property.

Hospital and Health Facilities

Residents in the proposed development will be served primarily by the Advent Health Zephyrhills Hospital, located at 7050 Gall Boulevard. The location of Advent Health Zephyrhills Hospital is approximately one mile from the proposed townhome community.

There are numerous private physician offices with specialty services in the City of Zephyrhills. Additionally, walk-in urgent care clinics are available that can serve medical needs on an as-needed basis for the convenience of area residents. Most all are within an acceptable short driving distance from the proposed development and the hospital.

EDUCATION

Public education for the City of Zephyrhills is provided by the Pasco County School Board. The proposed project will be served by the following schools:

School Name	Address	% of Capacity
Woodland Elementary	38203 Henry Drive	81%
Raymond B. Stewart Middle	38505 10 th Avenue	88%
Zephyrhills High School	6335 12 th Street	76%

Current public school capacity information was provided by Pasco County School Board, Mr. Zack Goodfield. From our conversation with Mr. Goodfield, all three schools appear to have adequate capacity to serve the proposed townhome project.

From the Public School Facilities Element, Table PSF-12 Pasco County Student Generation Rates, the results indicated are demonstrated below for the Single Family category:

Proposed Maximum Development	49 units x 0.17 =	9 Elementary School
	49 units x 0.08 =	4 Middle School
	49 units x 0.11 =	<u>6 High School</u>
	Total =	19 Students

RECREATION

The City of Zephyrhills and east Pasco County provide for an incredible variety of recreational opportunities within close proximity of the proposed townhome development. (Appendix 5 – Recreation Sites Zephyrhills Area REC – 1)

Waterplay At Zephyr Park – 5039 4th Street

WaterPlay provides kids with 7,000 square feet of spray ground, featuring fountain jets, falling buckets of water, water-shooting arches, and soaker cannons. This park is located just over 3 miles from the proposed townhome development.

Pin Chasers – 6816 Gall Boulevard

Pin Chasers is bowling alley that also provides summer camps for kids. Pin Chasers is located just under 2 miles from the proposed townhome development.

Veterans Memorial Park – 39299 3rd Avenue

Veteran's Memorial Park is a 10 acre, open, passive park that features an unsupervised BMX track, open play area, and a 2,000 linear foot asphalt bicycle / pedestrian path complete with trees and benches. This park was dedicated in 2001 to the past, present, and future Veterans of the United States Armed Forces. The Veterans Memorial Park is located just under 3 miles from the proposed townhome development.

Zephyrhills Cinema 10 – 6848 Gall Boulevard

The Zephyrhills Cinema 10 movie theater is located just over one mile from the proposed townhome development.

Hercules Aquatic Center – 38110 CR 54

The Hercules Aquatic Center provides for a public swimming pool that is located approximately 1.6 miles from the proposed townhome development.

Zephyrhills Skate Park – Alston Avenue and 20th Street

The Zephyrhills Skate Park addresses the need that many cities and counties faced in recent years to provide a facility for skate boarders to practice their skills as well as develop new ones in a safer environment than public sidewalks and streets. The Zephyrhills Skate Park is located 3.5 miles from the proposed townhome development.

Krusen Park – Alston Avenue and 20th Street

Krusen Park contains baseball and softball diamonds, BBQ grills, picnic tables, basketball park, football field with concession stands, inline field hockey, soccer fields, and a playground. Krusen Park is located 3.5 miles from the proposed townhome development.

Gunner Paw Park – 39536 Alston Avenue

Gunner Paw Park provides just over 5 acres of outdoor dog park, playground areas, and multi-purpose trails. The Gunner Paw Park is located 4 miles from the proposed townhome development.

Withlacoochee River Park – 12449 Withlacoochee Boulevard

Withlacoochee River Park provides 406 acres of varying types of trails along with an observation tower. The Withlacoochee River Park is located just under 10 miles from the proposed townhome development.

Shepard Park – 3010 A Avenue

Shepard Park provides basketball courts, a playground, and picnic tables. Shepard Park is located just over 3 miles from the proposed townhome development.

POPULATION ESTIMATE AND RECREATION LEVEL OF SERVICE

The 2010 U.S. Census reported the Zephyrhills population at 13,288 persons. Research with the U.S. Census Bureau indicates the most current projected 2019 population at 16,456, which is an increase of 3,168 residents in nine years. According to the University of Florida, this designation makes the City of Zephyrhills the largest in Pasco County.

The Zephyrhills Comprehensive Plan Adequate Public Facilities Element provides a Recreation Facility Standards Level of Service Ratio for each unit of recreation opportunity per the total population.

A review of these recommendations indicates that there are three ratios utilized:

- a. 1 unit per 5,000 residents
- b. 1 unit per 10,000 residents
- c. 1 unit per 20,000 residents

The 1:5,000 ratio applies to a 9-hole golf course, volleyball, basketball court, official baseball field, little league, and softball.

The 1:10,000 ratio applies only to soccer fields.

The 1:20,000 ratio applies to swimming pools, football fields, and a ¼ mile running track.

The ratios and the park facilities previously detailed above apply to a maximum of 20,000 residents in the Zephyrhills Comprehensive Plan Adequate Public Facilities element. The total 2019 estimated population at 16,456 +/- remains well under the 20,000 resident ratios. The number of parks and open space facilities in the City of Zephyrhills that include additional parks from those listed above, appear to meet, or exceed the City's ratios for Recreation Facilities Level of Service standards as outlined in the Comprehensive Plan.

The Recreation impacts generated by the proposed development are demonstrated in the Impacts Analysis included later in this report.

SOLID WASTE

The City of Zephyrhills Sanitation Department is charged with the collection of waste. Discussions with the City of Zephyrhills staff indicated that approximately 1,000 pounds (0.5 tons) per year are generated by a single-family residence in the City of Zephyrhills. The

Adequate Public Facilities Ordinance adopted by the City on March 12, 2007, indicated the City's Sanitation Department operates a solid waste collection system. Yard waste is disposed of in a city owned composting facility. The remaining domestic waste is disposed of in the Pasco County landfill east of Dade City. There is an interlocal agreement in place for the City to convey all un-composted solid waste to the Pasco County Resource Recovery Facility. The facility was designed by Pasco County with a level of service assumption of 1.5 tons of solid waste per year per dwelling unit.

Given the potential of up to 1.5 tons per year per dwelling unit to be transported to the County's facility and the approximately 0.5 ton per year of waste generated by a single family residence, it appears that adequate capacity exists in order to serve the proposed townhome development with 49 units.

ZEPHYRHILLS MUNICIPAL AIRPORT

The Zephyrhills Municipal Airport is a public use airport located approximately 4 miles southeast of the proposed townhome development. This airport is categorized as a general aviation facility. It primarily serves the City of Zephyrhills, St. Leo, Dade City, and portions of unincorporated Pasco County. The airport contains two runways with general operating hours from dusk to dawn.

The norther portion of the airport is operated by general aviation activities. The southern portion is utilized by skydiving activities. For decades, Zephyrhills has been known for being a skydiving mecca. These actions are viewed by locals as well as tourists as a complement to the City as it presents a unique sports activity that is outside the norm for most communities.

The Zephyrhills Municipal Airport is expanding to keep up with the continued growth that the City of Zephyrhills is experiencing. The work on the runway extension should be complete in Fall 2021. The changes being made at Zephyrhills Municipal Airport could allow for the airport to comfortably handle larger aircraft to allow for even more individuals to make use of the facility.

SITE CHARACTERISTICS FOR SUITABILITY

The proposed residential development will provide for 49 townhomes units. Engineering design for the proposed stormwater retention will be detailed during the engineering and permitting process. Therefore, for the purposes of this suitability analysis, an anticipated 49 townhome development will be analyzed.

Stormwater

The proposed stormwater system will be designed to provide storage and treatment of runoff as required by state and local jurisdictional requirements. From the NRCS Web Soil Survey data, it appears the proposed development consists of Hydrologic Group A, which, in general, has a water depth greater than six feet below the surface of the existing ground. (Appendix 6 - Soil Map)

Based on known data, it is anticipated that this development will incorporate a dry retention stormwater management pond in the southern portion of the property. Wetland areas are not present on either parcel. Detailed engineering site plans will meet each of the applicable regulatory requirements. The on-site retention will be provided by establishing the required pond size based on soil conditions and geotechnical data. A stormwater pond will be designed with consideration of the surrounding neighboring collection systems and adjacent properties within the basin area. It is anticipated that this system will meet the pre/post match requirements for the specific demands of the basin and surrounding property owners. (Appendix 7 – Topography)

Contamination

From the Florida Department of Environmental Protection (FDEP) contamination mapping tool, it appears the proposed development is not located within any areas of contamination that could cause impacts to the development of the property. Contamination sites were not noted within a 1,500-foot radius of the proposed development. (Appendix 8 – FDEP Contamination Map)

Flood Zone

A Florida Emergency Management Agency (FEMA) map of the subject property confirms there are no flood zones on this parcel or within the vicinity of the parcel. The parcel is in Zone X, which lies outside any area threatened by flooding. (Appendix 9 – FEMA FIRMette)

TRAFFIC STUDY

The Terrace at Pretty Pond is anticipated to generate 285 daily trips with 25 trips occurring during Peak Hours. Per the City of Zephyrhills Land Development Code, Table 2, a traffic study is not needed for this proposed development. For development that generates less than 1,200 daily trips, the Traffic Study requirements are deemed de minimus. (Appendix 10 – LDC Table 2 Traffic Study Assumptions)

LEVEL OF SERVICE DETERMINATION

Ingress and egress for The Terrace at Pretty Pond is proposed along Wire Road. Currently, Wire Road is a two-lane roadway with an AADT of 6,215 per available data. The posted speed limit for Wire Road in this location is 40mph.

Using the v/c ratio for Wire Road at the proposed access point, a LOS B can be expected.

(Appendix 11 – Area Wide Level of by TAZs)

(Appendix 12 – Area Wide Level of Service for Build Out)

(Appendix 13 – Road Classification for the City of Zephyrhills)

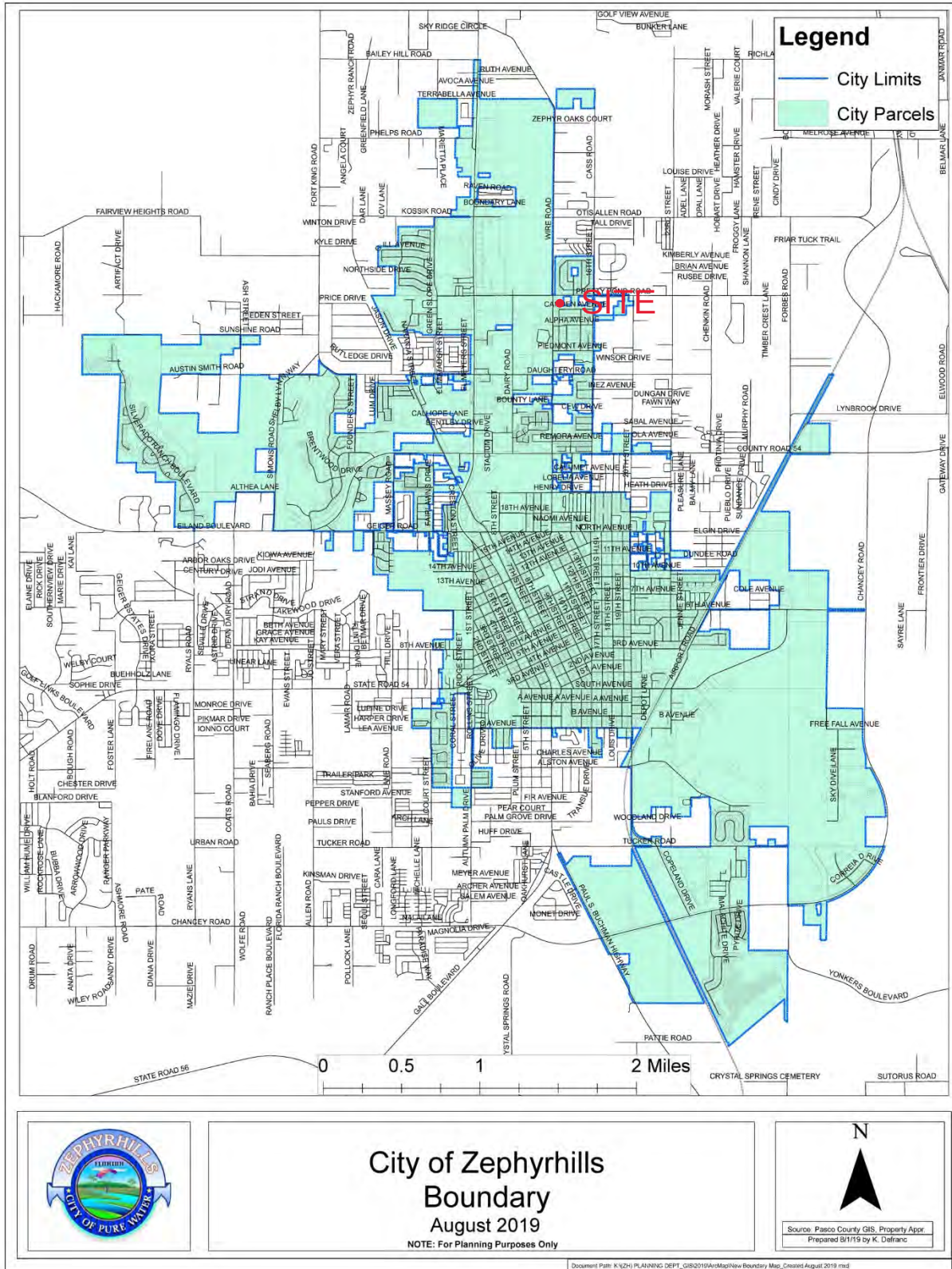
TURN LANE DETERMINATION

The following assumptions were used in determining the need for a turn lane:

Directional Split: 60/40

The traffic generated by The Terrace at Pretty Pond townhome development does not appear to warrant a turn lane. Additionally, the parcels are located within close proximity to the Wire Road/Pretty Pond intersection. The close proximity to the intersection limits the modifications to Wire Road in this area.

APPENDIX 1



Aerial-Wire Road & Pretty Pond
APPENDIX 2

Legend



SITE

38510 Pretty Pond Rd

Aerial -Wire Rd & Pretty Pond

APPENDIX 2A

Cambridge Clark Estate

Legend



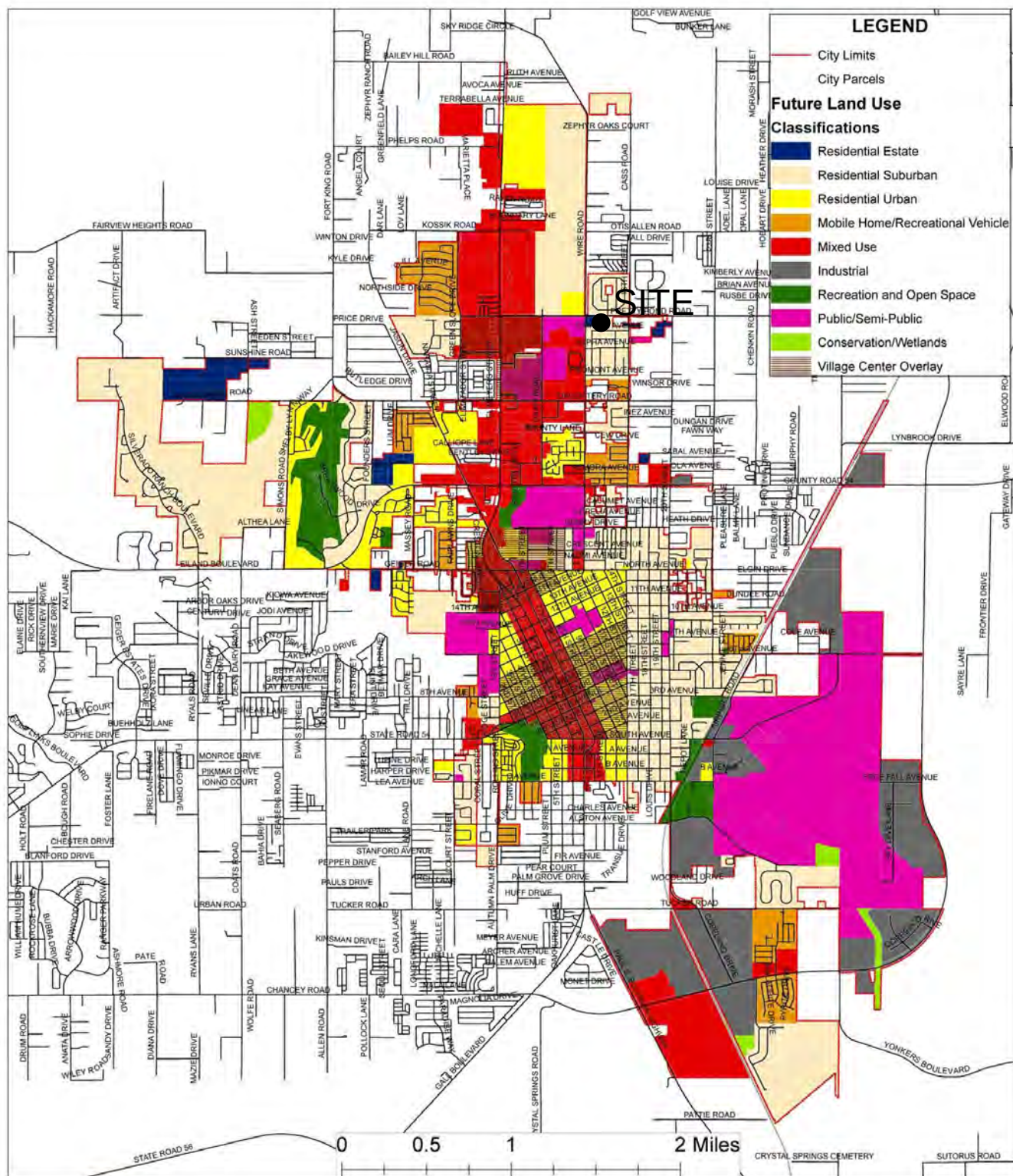
phyrhills Colony Company

Google Earth

© 2021 Google



1000 ft 175 of 358



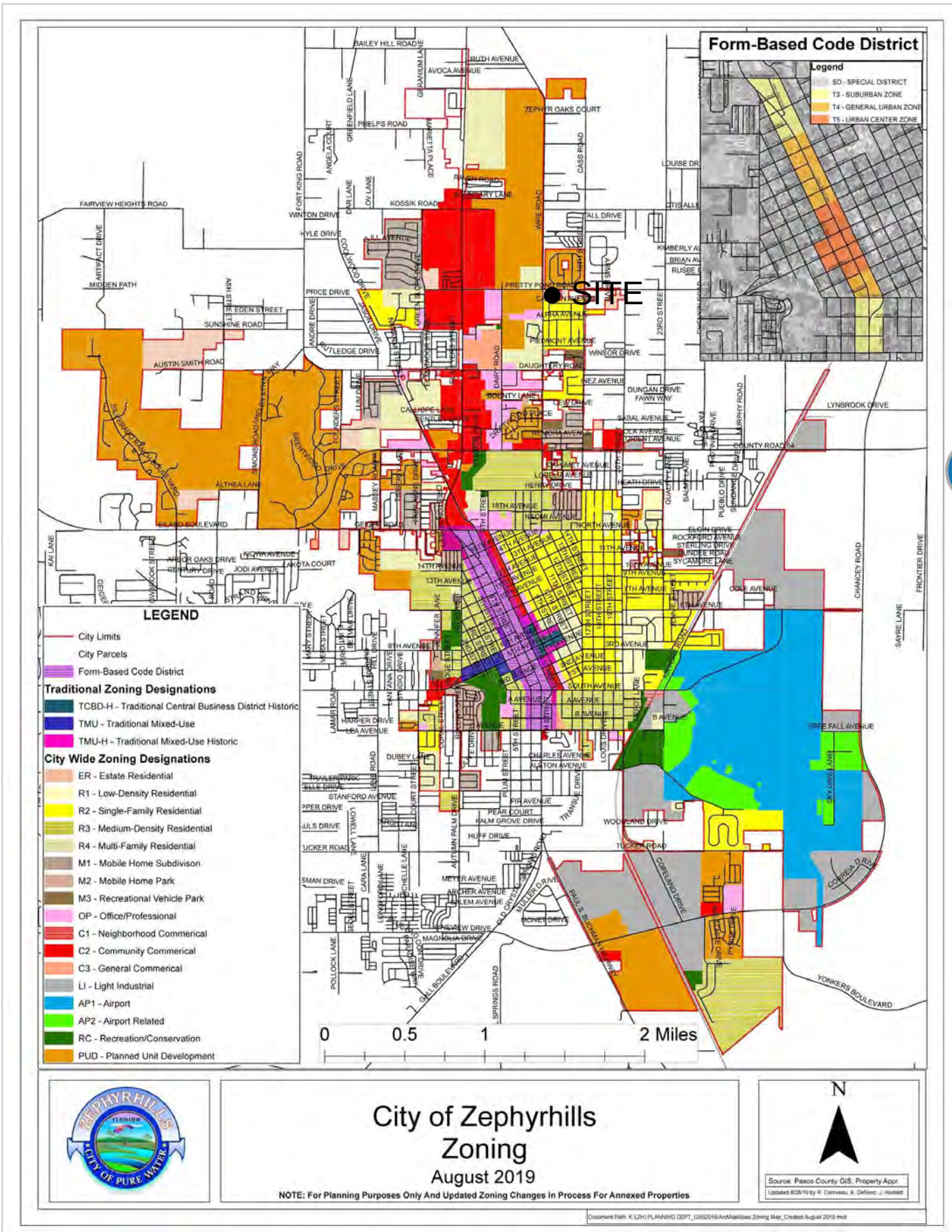
City of Zephyrhills Future Land Use August 2019

NOTE: For Planning Purposes Only And Updated FLU Changes In Process For Annexed Properties



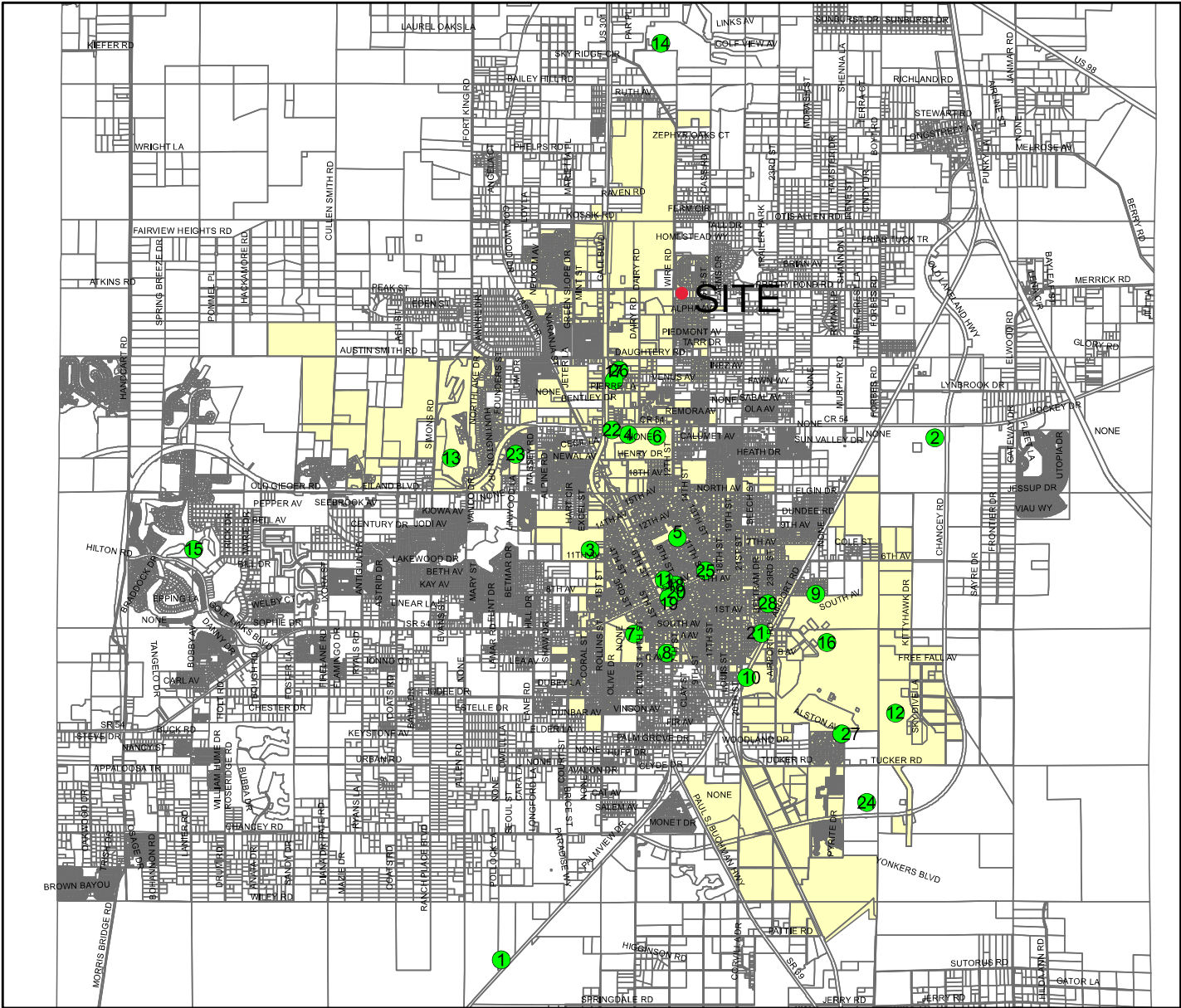
Source: Pasco County GIS, Property Appr
Updated 8/28/19 by R. Corniveau & K. DeFranc

Document Path: E:\ZPH\PLANNING\DEPT_GIS\2019\AcMap\MapBase\FLU Map_Created August 2019.mxd



Request pdf version of this map from Planning & Redevelopment.

Recreation Sites
Zephyrhills Area
REC-1



Legend

- Recreation
- street names
- Parcels_2008
- City Limits

1. Hillsborough River State Park
2. Sundance Golf Course
3. West Elementary School
4. Woodland Elementary School
5. Stewart Middle School
6. Zephyrhills High School
7. Zephyr Park
8. Sheppard Park
9. Lincoln Heights Park
10. Krusen Field
11. Municipal Building/Library
12. Zephyrhills Golf Course
13. Silver Oaks Golf Course
14. Scotland Yard Golf Course
15. Links of Bernadette
16. Sky Dive City
17. Pin Chasers
18. Zephyrhills Home Theatre
19. Zephyrhills Tourist Club
20. Times Square Park
21. Depot Park
22. Hercules Aquatic Center
23. Zephyrhills YMCA
24. Sam Pasco Park
25. Transplant Park
26. Cinema 10 Movie Theatre
27. Meadowood Paw Park
28. Veterans Park

prepared by:
City of Zephyrhills
Planning Department
Nov. 2009 - C.Dean

5,500 Feet



APPENDIX 6



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pasco County, Florida

Survey Area Data: Version 19, Jun 9, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 8, 2019—Feb 28, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

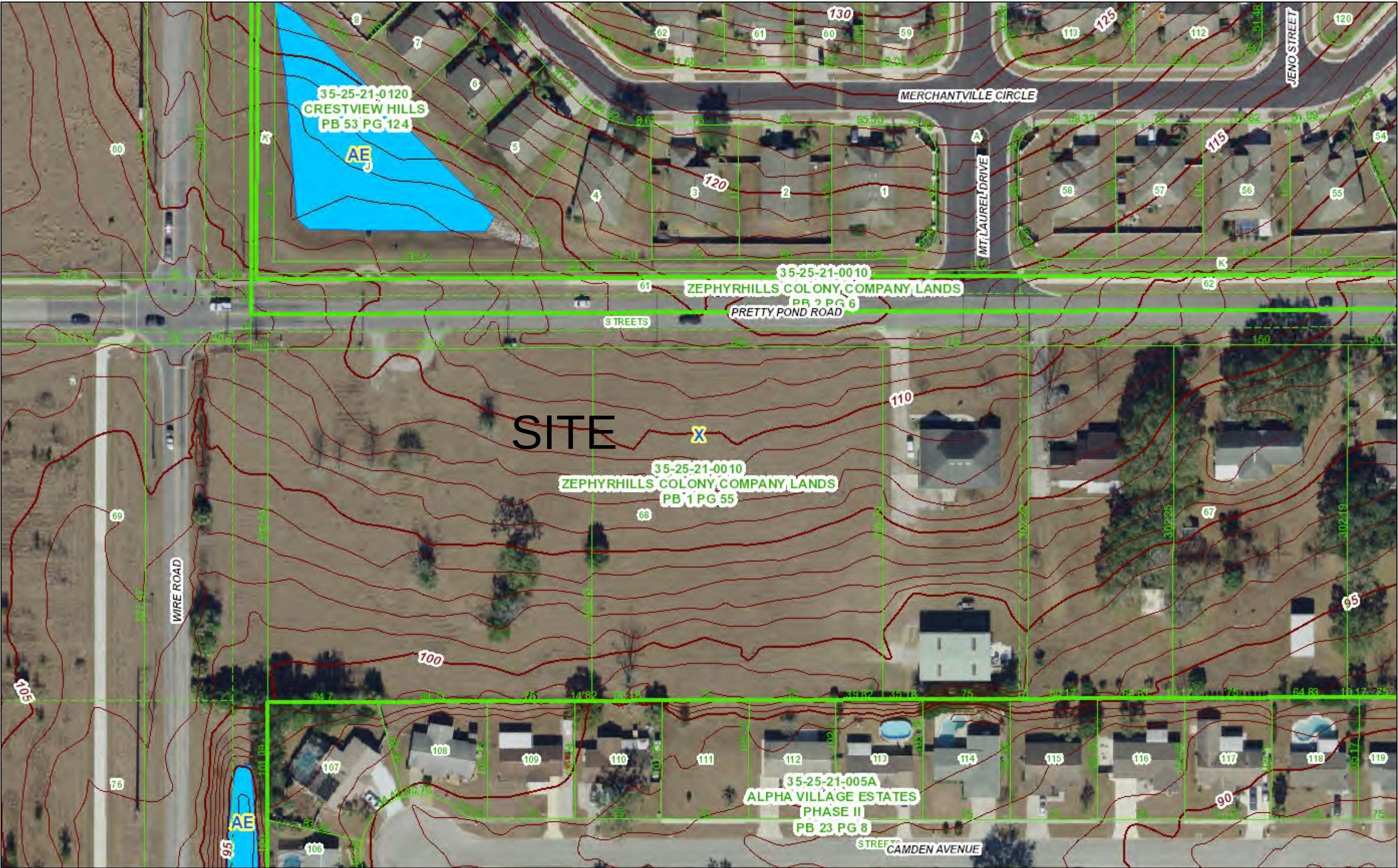
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
43	Arredondo fine sand, 0 to 5 percent slopes	3.0	81.8%
44	Arredondo fine sand, 5 to 8 percent slopes	0.7	18.2%
Totals for Area of Interest		3.7	100.0%

43 & 44 Arrendondo Fine Sand A >6.0

TABLE 17.--SOIL AND WATER FEATURES--Continued

Soil name and map symbol	Hydro-logic group	Flooding			High water table			Bedrock		Subsidence		Risk of corrosion	
		Frequency	Duration	Months	Depth*	Kind	Months	Depth	Hard-ness	Ini-tial	Total	Uncoated steel	Concrete
					<u>Ft</u>			<u>In</u>		<u>In</u>	<u>In</u>		
36**: Candler----- Urban land.	A	None-----	---	---	>6.0	---	---	>60	---	---	---	Low-----	High.
37**: Paola----- Urban land.	A	None-----	---	---	>6.0	---	---	>60	---	---	---	Low-----	High.
38**: Urban land													
39**----- Chobee	B/D	Frequent----	Very long	Jun-Feb	0-1.0	Apparent	Jun-Feb	>60	---	---	---	Moderate	Low.
40----- Paisley	D	Rare-----	---	---	0-1.0	Apparent	Jun-Nov	>60	---	---	---	High-----	Moderate.
41**: Pits. Dumps.													
42----- Pomello	C	None-----	---	---	2.0-3.5	Apparent	Jul-Nov	>60	---	---	---	Low-----	High.
43, 44----- Arredondo	A	None-----	---	---	>6.0	---	---	>60	---	---	---	Moderate	High.
45----- Kendrick	A	None-----	---	---	>6.0	---	---	>60	---	---	---	Moderate	High.
46----- Cassia	C	None-----	---	---	1.5-3.5	Apparent	Jul-Jan	>60	---	---	---	Moderate	High.
47----- Weekiwachee	D	Frequent----	Very long	Jan-Dec	0-0.5	Apparent	Jan-Dec	40-51	Hard	---	---	High-----	Low.
48----- Lochloosa	C	None-----	---	---	2.5-5.0	Apparent	Jul-Oct	>60	---	---	---	High-----	High.
49, 50, 51----- Blichton	D	None-----	---	---	0-1.0	Apparent	Jun-Sep	>60	---	---	---	High-----	High.
52----- Samsula	B/D	None-----	---	---	+2-1.0	Apparent	Jan-Dec	>60	---	16-20	30-36	High-----	High.
53----- Sparr	C	None-----	---	---	1.5-3.5	Apparent	Jul-Oct	>60	---	---	---	Moderate	High.
54----- Flemington Variant	D	None-----	---	---	0-2.5	Perched	Jun-Sep	>60	---	---	---	High-----	High.

See footnotes at end of table.

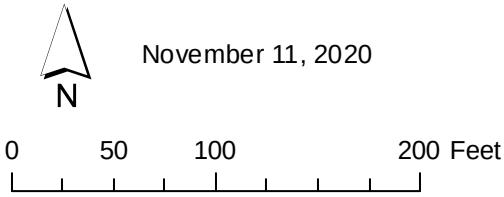


Legend

- Street (Labels)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Blocks (Boundaries and Labels)
- Lot (Labels)
- Lot (Lines)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Blocks (Boundaries and Labels)
- Lot (Labels)

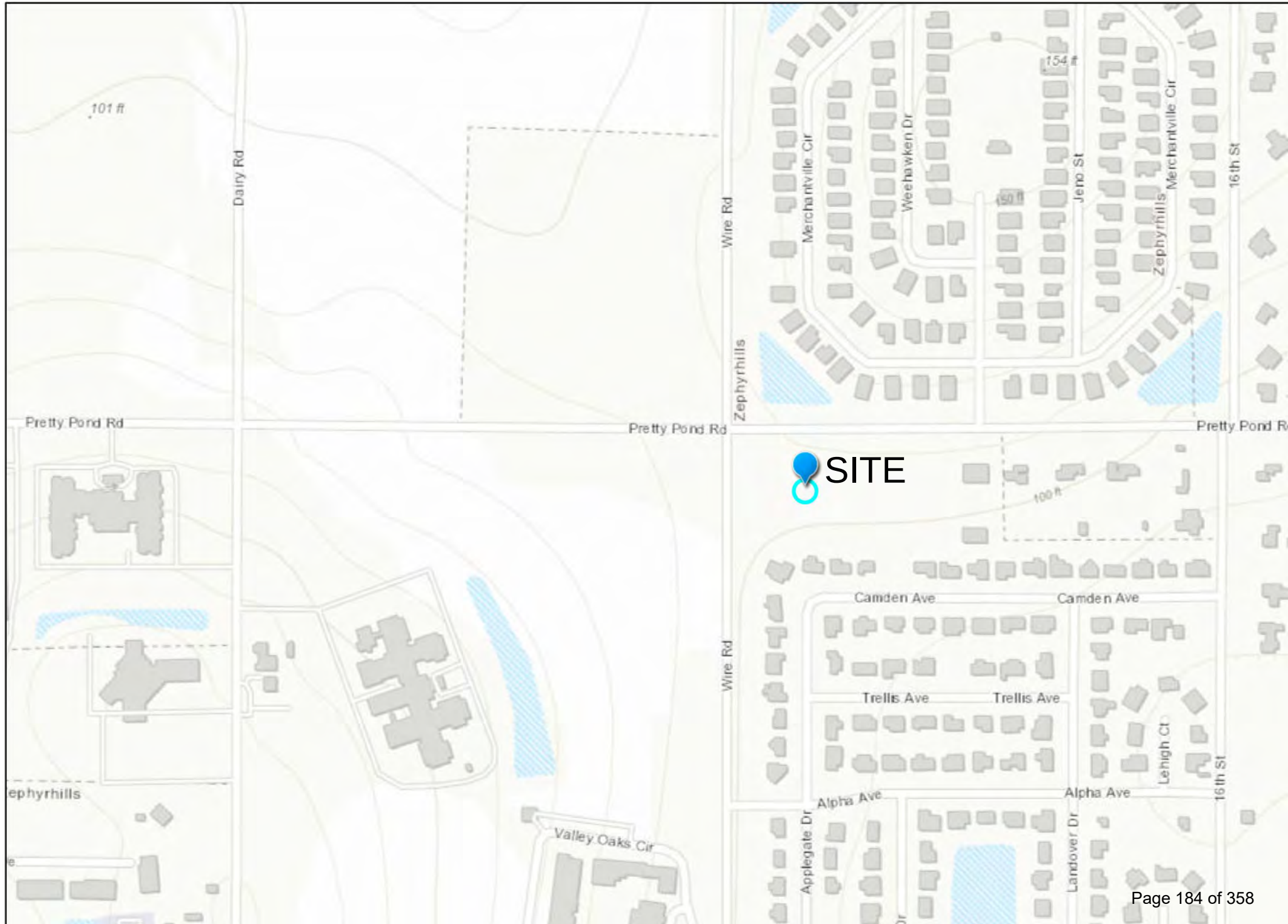
Adjacent Counties

- ALACHUA
- BAKER
- BAY
- BRADFORD
- BREVARD
- BROWARD
- CALHOUN
- CHARLOTTE
- CITRUS
- CLAY
- COLLIER
- COLUMBIA
- DADE
- DESOTO
- DIXIE
- DUVAL
- ESCAMBIA
- FLAGLER
- FRANKLIN



November 11, 2020

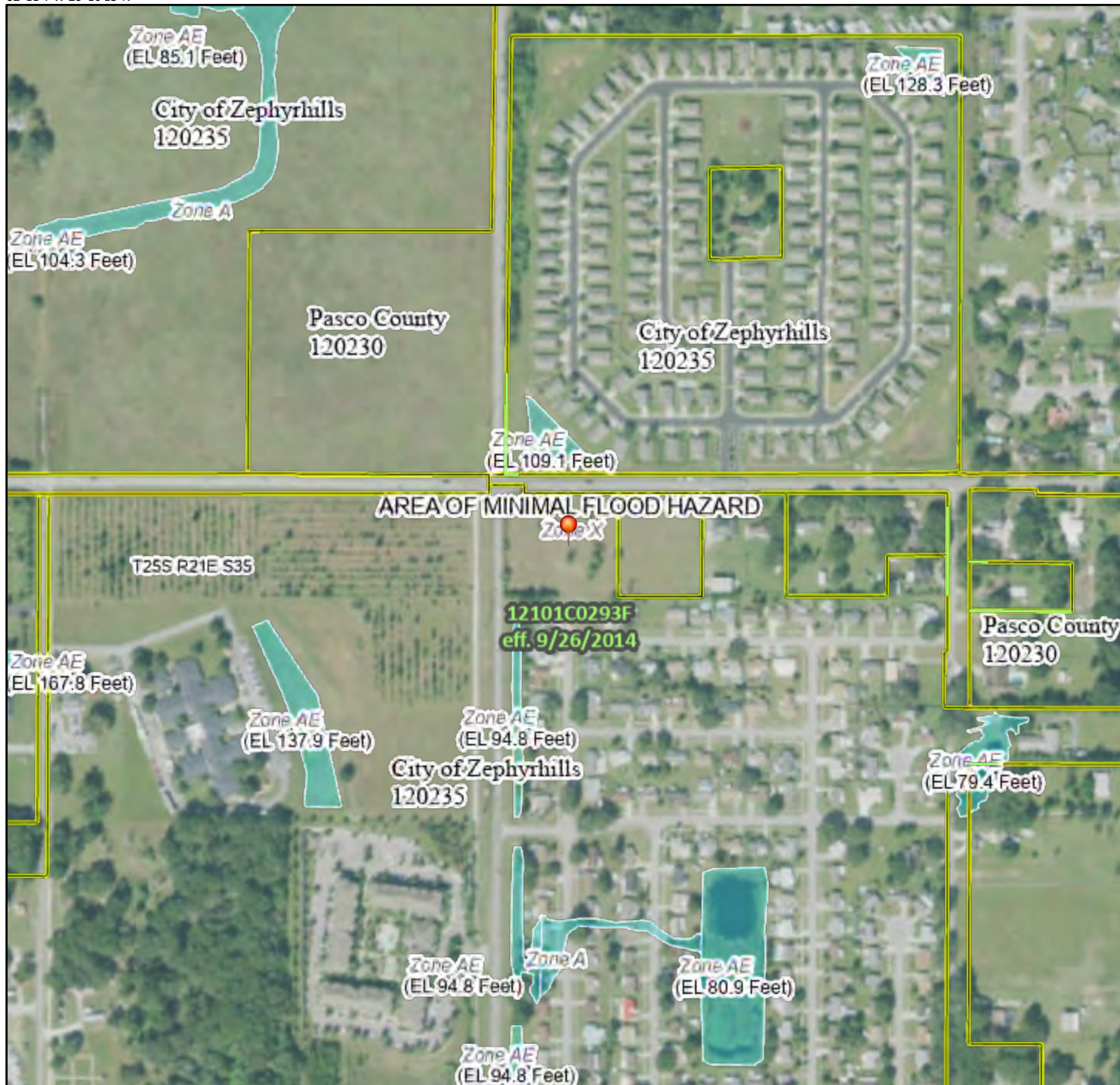
Pasco County



National Flood Hazard Layer FIRMette



82°11'4"W 28°16'13"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

APPENDIX 9

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

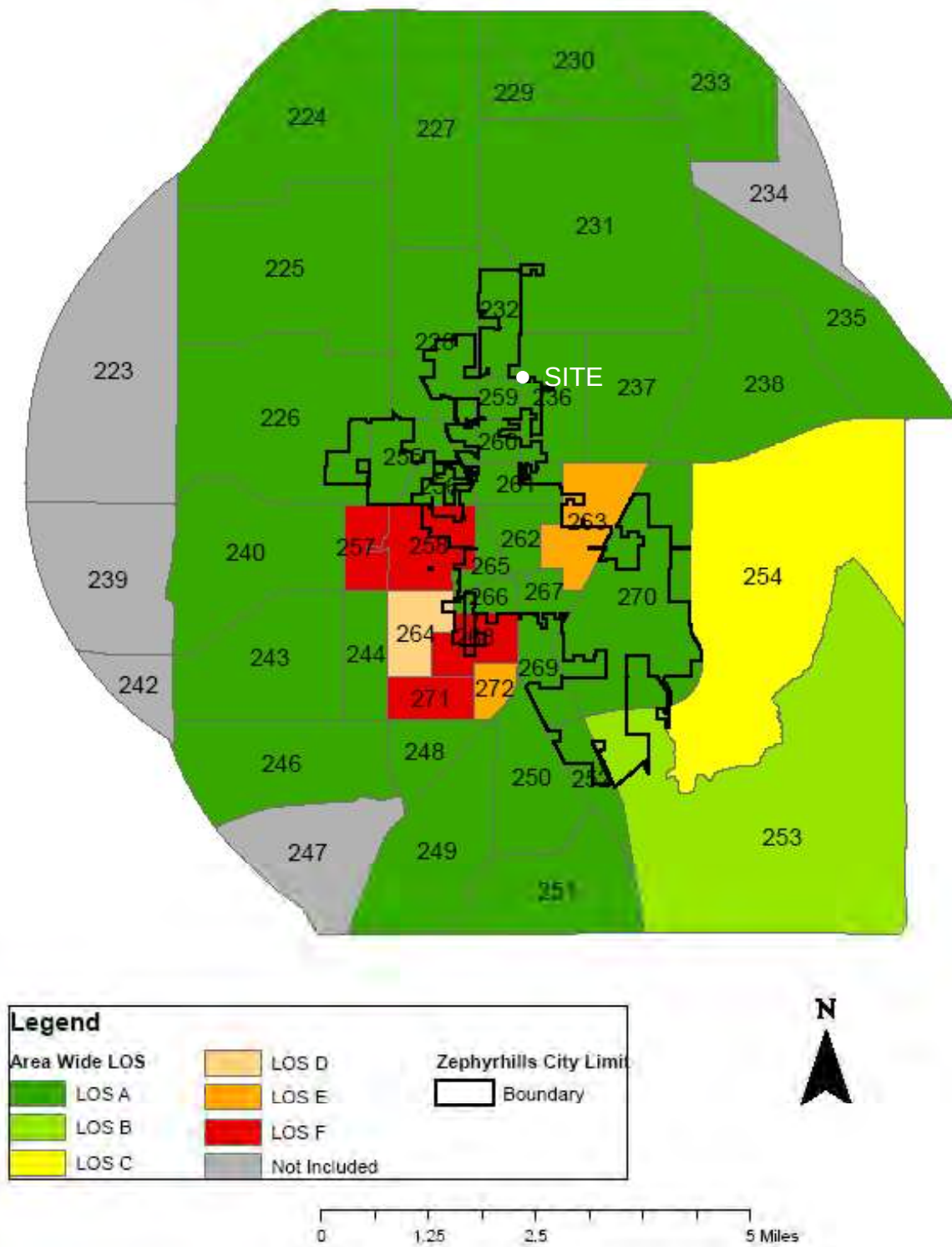
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/28/2021 at 2:53 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Table 2 Traffic Study Assumptions (Detailed).

<i>Traffic Study Assumptions</i>	<i>Description</i>
1. Traffic study requirements	
● De minimus	< = 1,200 gross daily trips
Traffic impact analysis (TIA)	> 1,200 gross daily trips
2. Methodology statement	
	Site location, Site Plan Trip gen (proposed land uses and sizes) Trip distribution, growth rate, analysis procedures defined
3. Study area	
Traffic impact analysis (TIA)	Intersections on roadways with 5% impact to the adopted service volume standard (defined by the FDOT Generalized Tables)
4. Analysis period	
Traffic impact analysis (TIA)	P.M. peak hours plus for office and industrial: a.m. peak hour for project traffic & turn lane calculations
5. Project Traffic	
Trip generation	
Internal capture	ITE Handbook, internal capture must be < 20%. For internal capture percentages greater than 20%, it must be documented in an engineering study and approved by the city.
Pass-by capture	ITE Handbook, unless documented by engineering study. Pass-by capture should be < 10% of total background traffic of adjacent roadway.
Trip distribution	
Traffic impact analysis (TIA)	Adopted Area model (CUBE model)
6. Existing conditions	
Intersection counts	Study intersection counts within 1 year of methodology
Peak season adjustments	FDOT peak season correction factor
Roadway counts	Study roadway counts within 1 year of methodology (roadways can be determined by averaging adjacent intersection counts)
Peak season adjustments	FDOT peak season correction factor
7. Background conditions	
Vested developments	DRIs or other large developments tracked by city
Area growth	Based upon historical data up to 5 years, where available

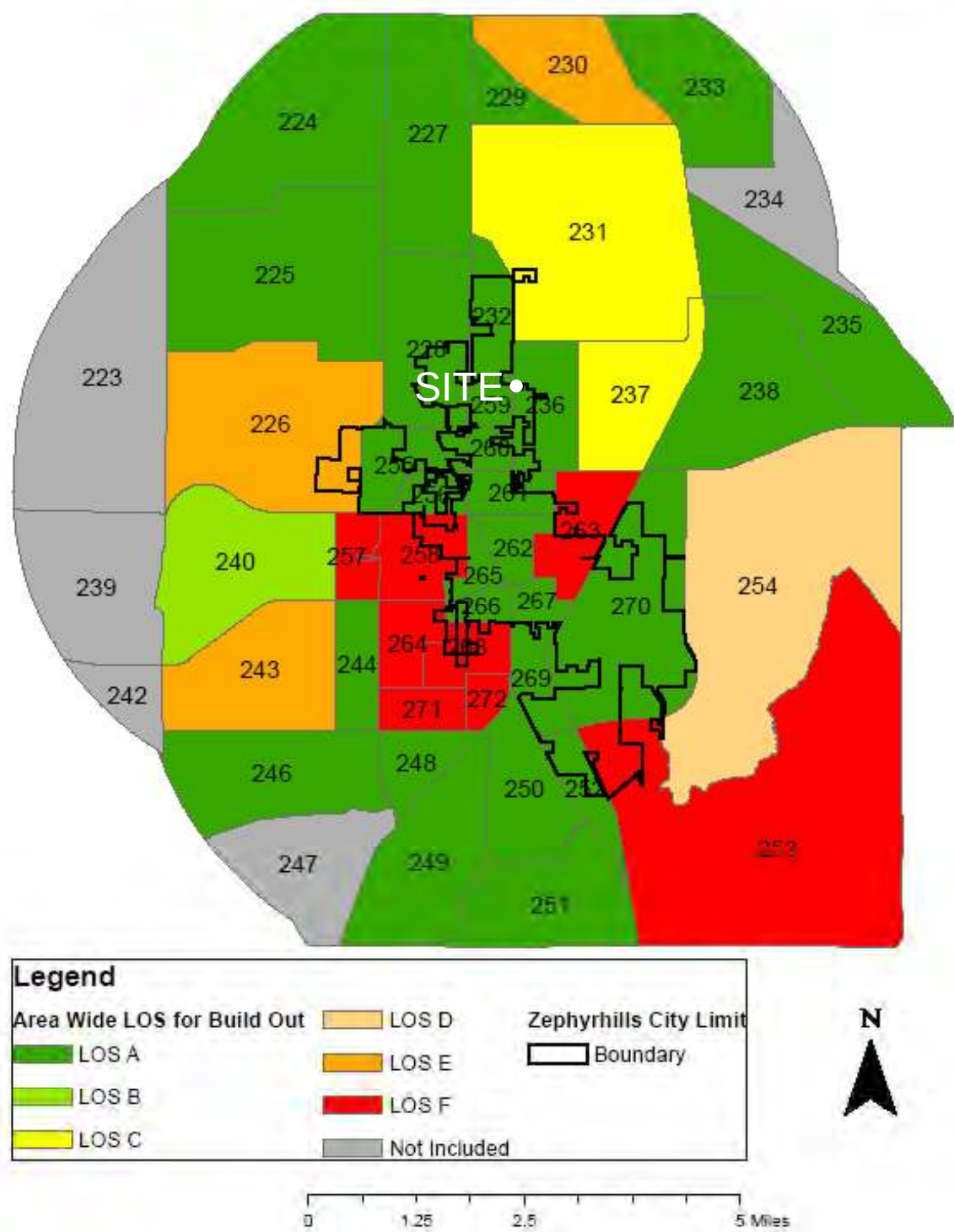
Area Wide Level of Service by TAZs



SOURCE: City of Zephyrhills, 2009.

MAP TRA-12

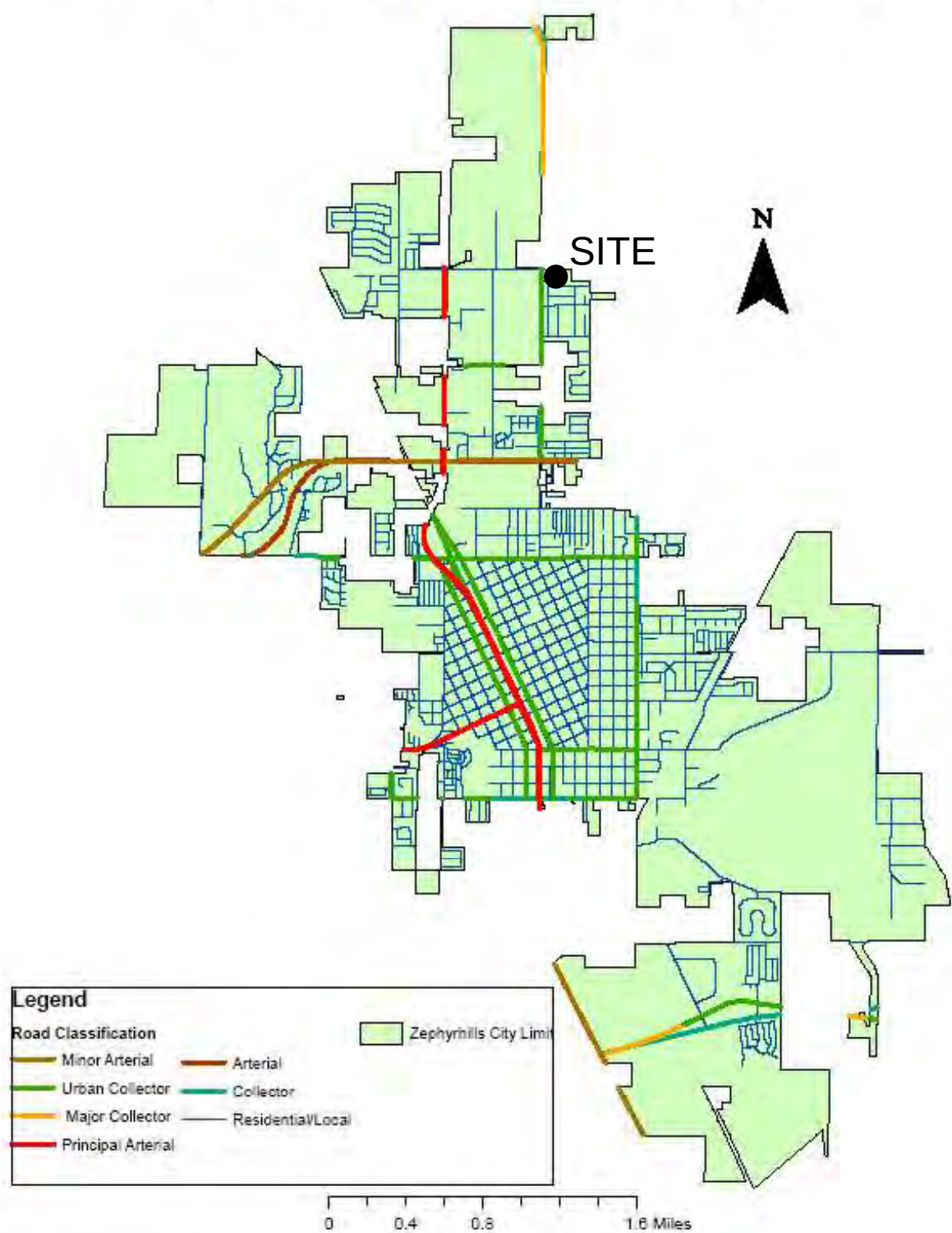
Area Wide Level of Service by TAZs for Build Out



MAP TRA-13

SOURCE: City of Zephyrhills, 2009.

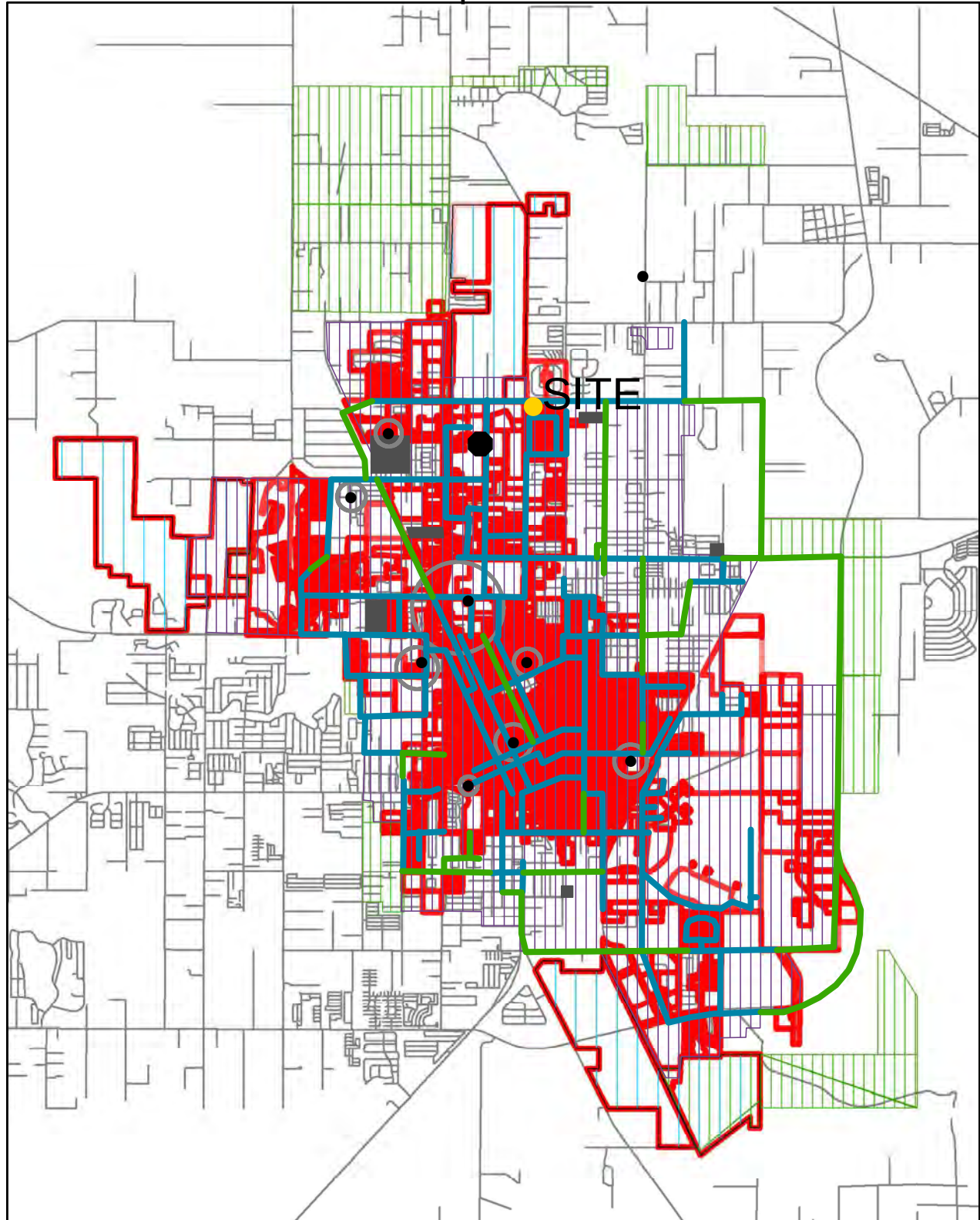
Road Classification for the City of Zephyrhills



SOURCE: City of Zephyrhills, 2009.

MAP TRA-16

Potable Water System Zephyrhills Service Area Map PF-1

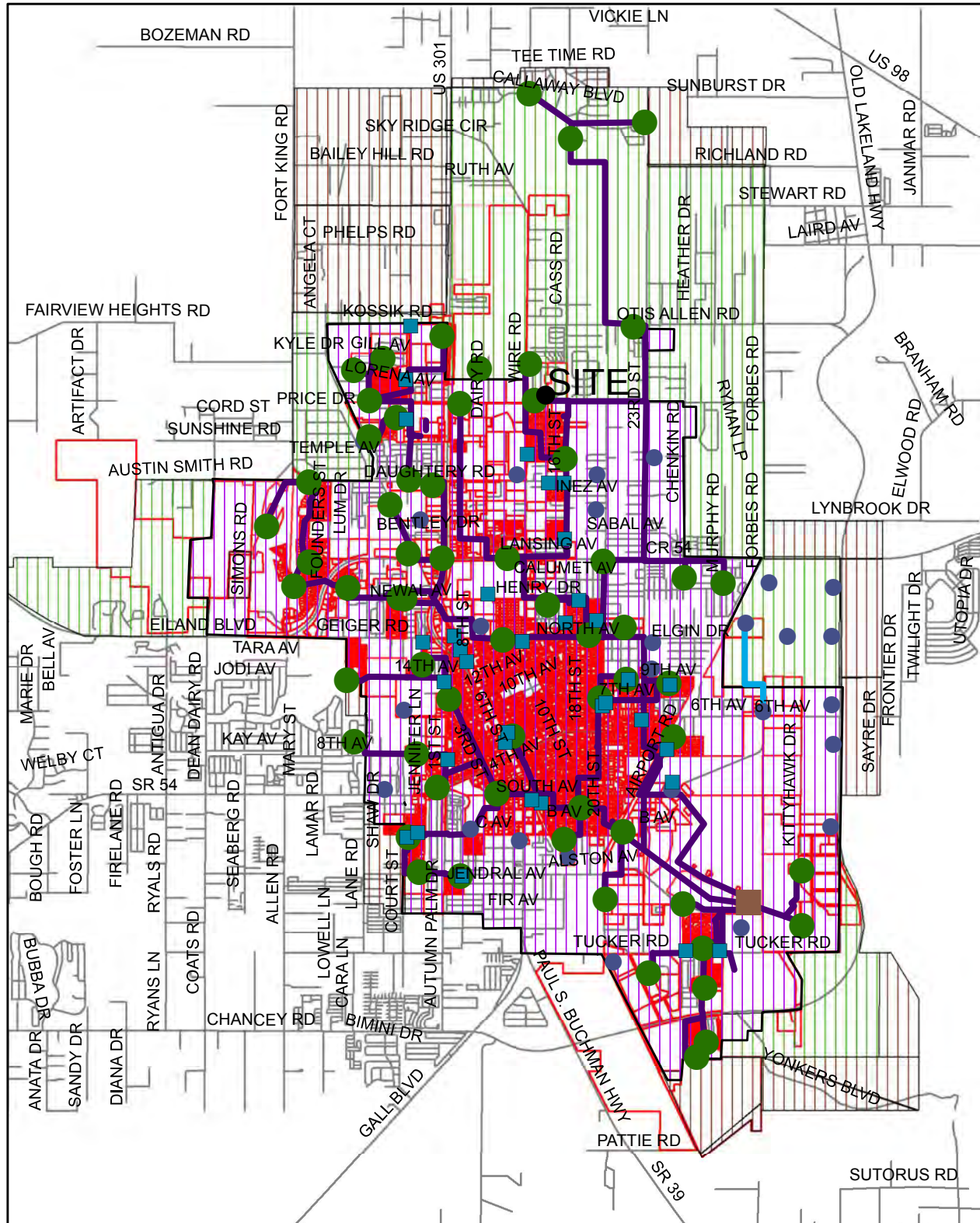
**Legend**

- wells
- future in-chamber
- storage tank
- exis in-chamber
- cone of influence
- private systems
- present svc area
- Future Service Area
- Zephyrhills City Limits-includes areas to receive Utilities from the County

0 1,150 2,300 4,600 6,900 9,200 Feet



Waste Water System Zephyrhills Area PF-2



Legend

- Percolation Pond
- treatment plant
- exist lift station
- planned lift station
- proposed force main
- force mains
- present svc area
- 2009 Zephyrhills Utility Service Area Additions/Expansion
- future svc area
- Zephyrhills City Limits-includes areas to receive Utilities from the County

0 1,150 2,300 4,600 6,900 9,200 Feet

Revised 12/23/09



5 unit house plan 20ft wide 3 bedrooms 2.5 baths and garage



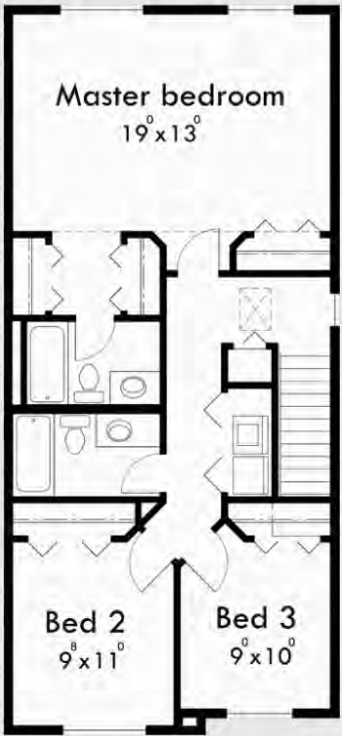
APPENDIX 19

TownHome Renderings

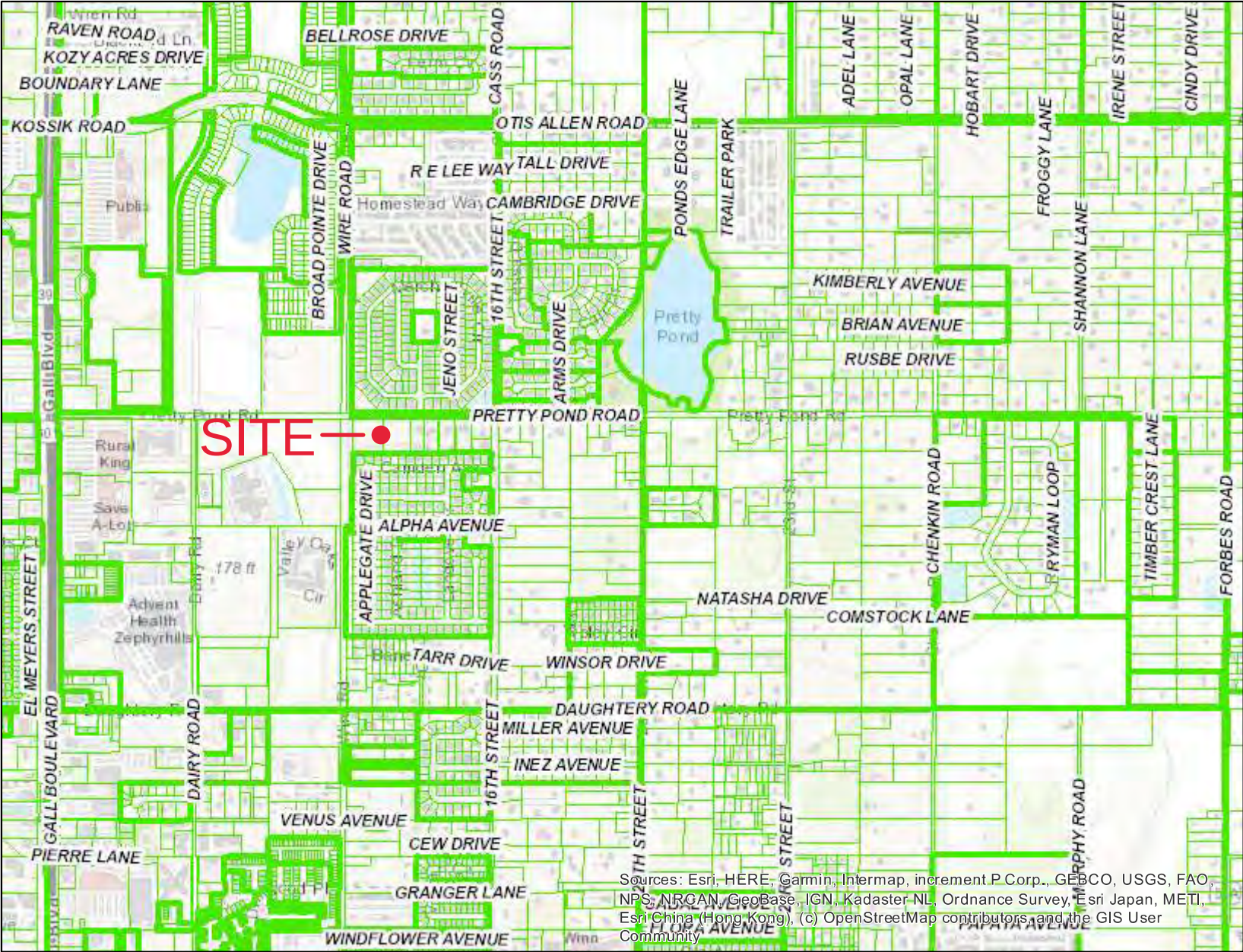
Main Floor Plan



Upper Floor Plan



Appendix 20 - Location Map



Legend

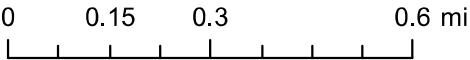
- Street (Labels)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



Mike Wells
Property Appraiser
Proudly Serving Pasco County, Florida

Pasco County Property Appraiser





**City of Zephyrhills
Planning Commission**

Council Chambers – City Hall | 5335 8th Street, Zephyrhills, FL 33542
Tuesday, June 15, 2021 | 6:00 PM

-DRAFT MINUTES-

I. ROLL CALL

Commissioners Present: David Armstrong, Beth Aker, Tracy Sullivan, Craig Cornelison

Staff Present: Todd Vande Berg – Planning Director, Rodney Corriveau – Senior Planner; and Audrey McGuire – Historic Preservation Specialist, Community Planner.

A regular meeting of the Planning Commission was called to order by Commissioner Dave Armstrong at 6:00 PM in Council Chambers of City Hall, 5335 8th Street, Zephyrhills. The meeting was held in person and via telephone/video-conferencing.

II. INVOCATION & PLEDGE OF ALLEGIANCE

Commissioner Aker delivered the invocation which was followed by the Pledge of Allegiance.

III. APPROVAL OF MINUTES

Commissioner Armstrong called for a motion. Commissioner Cornelison moved to approve the minutes as read. Motion seconded by Commissioner Aker. Motion passed unanimously.

IV. BUSINESS ITEMS

5.1 FLU/RZ-0003-21_AUTUMN PALM VILLAS

Applications for Simultaneous Review of petitions to amend the Comprehensive Plan (Small-Scale Map Amendment) and Rezone submitted by Autumn Palm Drive, LLC for approximately 9.77 acres of real property generally located on the west side of Autumn Palm Drive, between Vinson Avenue and Covered Bridge Blvd. The proposed petitions would amend the Future Land Use Classification from RS (Residential Suburban, 2.5-7.5 DU/GA) to RU (Residential Urban, 7.5-20 DU/GA) and change the zoning designation from R3 (Medium Density Residential, Max. 10.5 DU/GA) to R4 (Multi-Family Residential, Max. 20 DU/GA). Staff presented the project to the Planning Commission, stating that the applicants had previously submitted site development plans for approval by the City for 84 townhomes which were approved under the R3 zoning designation with a maximum of 10.5 DU/GA. However, discrepancies between the R3 zoning and the RS future land use classification with regards to density, and interpretation of the Land Development Code led to the request. Staff presented the staff report, noting that the proposed amendments were consistent with the city's Comprehensive Plan and Land Development Code, as well as Florida Statutes.

Susan Swift, AICP with Colliers Engineering and Design, in Tampa Florida addressed the Planning Commission on behalf of the applicants. Commissioner Aker inquired whether the project would be age-restricted to which Ms. Swift replied no. The applicants are proposing a small increase in density from 9.6 to 10.6 units per acre – staff noted that regardless of the increase, the land use and zoning

change is still necessary. The proposed changes are consistent with existing land use and densities in the surrounding area. Ms. Swift reiterated that the proposed plan was for townhomes/villas.

Commissioner Armstrong inquired about roadway improvements in the area. Staff stated that no roadway improvements to Autumn Palm were necessitated by the previous traffic study submitted to the city. Commissioner Cornelison noted that they would need a County right-of-way use permit, and staff stated that when plans were resubmitted showing the additional units, it would go back through the review process.

Staff noted that they had received questions from an abutting property owner who had concerns. Staff provided the Planning Commission with a copy of the email received and staff's response, noting that they had not heard back.

Commissioner Armstrong opened the floor for public comment. No public comment was heard.

Hearing no other discussion or questions, Commissioner Armstrong entertained a motion. Motion to approve Business Item 1 made by Commissioner Cornelison. Motion seconded by Commissioner Sullivan. Motion passed unanimously.

5.1 ANX/FLU/RZ-0005-21_TERRACE @ PRETTY POND

Applications for Simultaneous Review of petitions to amend the Comprehensive Plan (Small-Scale Map Amendment) and Rezone submitted Michael Mann for 2 parcels, combined approximating 3.81 acres and generally located at the southeast corner of Pretty Pond Road and Wire Road. Staff presented the project, stating that parcel I, approximately 1.75 acres, is currently located in unincorporated Pasco County and is an enclave proposed for annexation. Parcel II, approximately 2.06 acres, is currently located within city limits and does not require annexation – but does require land use and zoning amendments. Staff noted that the applicants are proposing to construct approximately 49 townhome units on the property and discussed the staff report, noting that the proposed amendments were consistent with the city's Comprehensive Plan and Land Development Code, as well as Florida Statutes.

Staff stated the applicants were looking at annexation of the eastern parcel (1.75 acres) with a future land use classification change from Pasco County RES-6 (Residential, up to 6 DU/GA) to City RU (Residential Urban, 7.5-20 DU/GA) and a zoning designation change from Pasco County AR to City R4 which allows up to 20 units per acre. The western parcel (2.06 acres) is currently located in the city and the applicants are proposing a future land use classification change from City RE (Residential Estate, 0-2.5 DU/GA) to City RU (Residential Urban, 7.5-20 DU/GA) and a zoning designation change from ER (Estate Residential) to R4. Applicants are proposing 12.8 total units per acre on the site. Staff noted that project was located within the Pasco County/City JPA and applicants were sent to Pasco for their review. Staff noted that the proposed land use and zoning changes are consistent with the land use and densities of the surrounding area.

Commissioner Aker stated safety concerns with existing housing developments and the lack of sidewalks along Wire Road. Staff noted that there was a multi-purpose trail on the opposite side of the roadway from the subject properties and that additional sidewalks would be added with the construction of the project. Todd Vande Berg, Planning Director addressed the Planning Commission stating that City staff has been working with the Pasco County MPO regarding sidewalks and trails in the city. The MPO will be funding studies with regards to sidewalks/trails with Wire Road being a priority. Staff noted that new city developments currently under construction will include sidewalk/trail, as well as improvements to an existing site.

Commissioner Cornelison inquired whether a site development plan had been submitted or whether they had only submitted for annexation, land use and zoning designation changes. Commissioner Cornelison noted that the site plan was not under consideration tonight and that that only the annexation, land use and zoning were being considered.

Commissioner Armstrong opened the floor for public comment. Bruce Myer of Applegate Drive, Zephyrhills addressed the Planning Commission. Mr. Myer stated his concern with the development and previous flooding issues on his property due to, what he believed to be, Crestview's existing stormwater ponds.

Amy Neidringhaus of Validus Engineering Group, Polk City addressed the Planning Commission on behalf of the applicant. She noted that she was not aware of past issues with the existing pond on Crestview's property and that stormwater ponds on the proposed project site would be designed to accommodate existing conditions and would not negatively affect existing developments. Commissioner Armstrong expressed his concerns with the flooding in the area. Ms. Neidringhaus thanked the Commission for bringing the issue to light so it could be addressed and reiterated that at no time would the intent be to compound the issue. Commissioner Sullivan inquired whether the new retention pond would help alleviate some of the existing issues. Commissioner Cornelison noted some of the history with the Crestview Ponds and noted that the engineers look at the stormwater, it should help alleviate the issues. Staff asked the applicant's engineer to look further into the issue. Staff will continue to communicate with Mr. Myer as the project moves through to the site development phase.

Commissioner Cornelison recommended approval of Business Item 5.2. Commissioner Sullivan Seconded. Discussion continued. Commissioner Aker noted her concerns with approving the petitions based in current infrastructure issues. Commissioner Cornelison stated that the land use and zoning was compatible with what was existing in the area and that the site plan issues would be handled under a separate process. Staff clarified that the petitions were for annexation, future land use and rezoning of one parcel and future land use and rezoning only of another. Commissioner Armstrong noted concerns with moving forward without drainage and sidewalks being addressed further. Staff stated that the drainage would be handled and that the site plan would not be approved without all issues being addressed. Commissioner Cornelison suggesting contacting SWFWMD directly. Staff reiterated the site development process will be handled separately by staff and the City's consultants. Commissioner Cornelison noted that they could develop the property as is allowed now without having to make additional improvements. He also noted that the proposed project should improve the issue.

Commissioner Aker moved to table Business Item 5.2 to address the stormwater issues. Commissioner Armstrong seconded the motion. Motion carried.

V. PLANNING REPORT

Todd Vande Berg, Planning Director addressed the Planning Commission and gave them a brief update on some of the projects happening in the city.

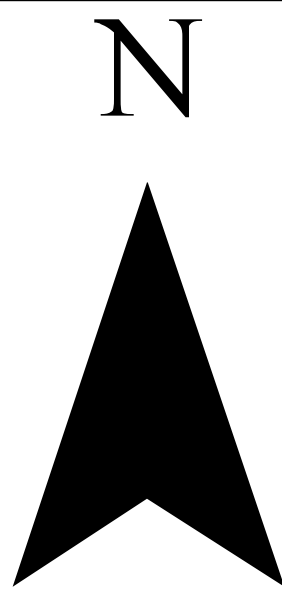
VI. ADJOURNMENT

Commissioner Armstrong adjourned the June 15th Planning Commission meeting at 6:30 PM.



ANNEXATION, FLU & REZONING

Location Map for Parcel No. 35-26-21-0010-06800-0010
1.75 acres MOL
NOTE: For Information Purposes Only



Source: Esri, Pasco County GIS & Property Appr.
Prepared 07/14/2021 by A.McGuire

ORDINANCE NO. 1425-21

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA
ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN
THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS
PARCEL 35-26-21-0010-06800-0010, IN ACCORDANCE WITH
SECTION 171.044, FLORIDA STATUTES, AS AMENDED.**

WHEREAS, Florentino Palas and Elizabeth Q Palas as Trustees of the Elizabeth Q Palas Inter Vivos Revocable Trust consented to the annexation by the City of Zephyrhills of the lands described in Section 1 below; and

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

WHEREAS, the City Council has reviewed and evaluated the Petition 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 ENACTED, AND 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 ID No. 35-25-21-0010-06800-0010

Physical Address: Not Assigned

Legal Description:

The WEST 250.00 feet of the EAST 368.00 feet of TRACT 68, ZEPHYRHILLS COLONY COMPANY LANDS, in SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST as shown on the plat recorded in Plat Book 1, Page 55 of the Pasco County Public Records. Less the North 15.00 thereof.

Acreage: 1.75 Acres (MOL)

the same is hereby annexed to and included within the boundaries of the City of Zephyrhills, Florida, a municipal corporation.

SECTION 2: Said lands are contiguous to or are 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 owners of said lands contained in said area to be annexed have given written consent to have such annexation for said area.

SECTION 3: The City of Zephyrhills, Florida is authorized by the legislature of the State of Florida, pursuant to section 171.044, Florida Statutes, and pursuant to the Charter of the City of Zephyrhills, to annex contiguous and infill areas and to extend the City limits or territorial boundaries upon receipt of a 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 land 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. 1425-21 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 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1425-21 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1425-21 was approved by me this 27th day of September, 2021.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney

BUSINESS ITEMS/PUBLIC HEARING 3.5

Transmittal to State - First Reading of Ordinance 1421-21 Comprehensive Plan Amendment (Property Rights Element)

Issue:

First reading / transmittal public hearing - Comprehensive Plan Amendment (Property Rights Element)

Background:

House Bill 59, which became law on June 29, 2021, adds Section 163.3177(6)(i), Florida Statutes. Effective July 1, 2021, where each local government is required to adopt a property rights element into our City Comprehensive Plan. This new element must be adopted before the Florida Department of Economic Opportunity will accept for review any other amendments to the Comprehensive Plan. The attached Property Rights Element will meet this requirement and allow future amendments to the Zephyrhills Comprehensive Plan.

The proposed new element and Goal, Objective and Policies are included in the packet. The item was presented at the August 17, 2021 Planning Commission with a unanimous recommendation to approve.

Attachment(s):

1. Property Rights Element Staff Report
2. Ordinance 1421-21 Comprehensive Plan Text Amendment - Property Rights Element

Fiscal Impact:

N/A

Staff Recommendation:

Approval of the proposed amendment of the City's Comprehensive Plan to include: Chapter 11: Property Rights Elements. Upon approval of the transmittal public hearing Staff will transmit to the State DEP and plan to hold the adoption public hearing on October 11, 2021.

Staff Report Memorandum

To: Planning Commission & City Council
From: Todd Vande Berg, Director of Planning
RE: City Comprehensive Plan Text Amendment – Property Rights Element
Date: August 9, 2021

I. BACKGROUND AND INFORMATION

A. History / Application Summary

House Bill 59, which became law on June 29, 2021, adds Section 163.3177(6)(i), Florida Statutes. Effective July 1, 2021, each local government is required to adopt a property rights element into its comprehensive plan. This new element must be adopted before the Florida Department of Economic Opportunity will accept for review any other amendments to the Comprehensive Plan. The attached Property Rights Element will meet this requirement and allow future amendments to the Zephyrhills Comprehensive Plan.

II. RECOMMENDATION

The Planning Department finds the proposed amendment to the Zephyrhills Comprehensive Plan to be consistent with the requirements and compliance with House Bill 59 and Section 163.3177(6)(i), Florida Statutes and recommends approval.

CHAPTER 11

PROPERTY RIGHTS ELEMENT

GOALS, OBJECTIVES & POLICIES

CITY OF ZEPHYRHILLS

COMPREHENSIVE PLAN

Goals, Objectives, and Policies

GOAL

PPR1:

Acknowledge the Florida Constitution and its protection of private property rights and ensure that private property rights are considered in local decision-making.

OBJECTIVE

PPR-1-1:

Private Property Rights and Decision Making

Ensure that private property rights are considered in local decision-making.

POLICY

PPR-1-1-1:

Statement of Rights

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to Florida Statutes and the City of Zephyrhills Code of Ordinances.
3. The right of the property owner to privacy and to exclude others from their property for the protection of the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through lineal transfer, sale, or gift.

ORDINANCE NO. 1421-21

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, SPECIFICALLY ADDING A PROPERTY RIGHTS ELEMENT (CHAPTER 11) FOR TRANSMITTAL AND AN EFFECTIVE DATE.

WHEREAS, House Bill 59, which became law on June 29, 2021, adds Section 163.3177(6)(i), Florida Statutes. Effective July 1, 2021, where each local government is required to adopt a property rights element into our City Comprehensive Plan; and

WHEREAS, the Zephyrhills Planning Commission has reviewed the proposed amendment and has recommended approval by the City Council; and

WHEREAS, based upon the recommendations of the Zephyrhills Planning Commission to the City Council, said Council has prepared the amendments to the City's Comprehensive Plan and is hereby transmitting them to the Florida Department of Economic Opportunity, Division of Community Development and such other agencies as required by Section 163.3184, Florida Statutes; 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. Amendments.

Comprehensive Plan – Property Rights Element (Chapter 11) – See Exhibit A

Section 4. Repealer.

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 5. 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 6. 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 7. Effective Date.

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

The foregoing Ordinance No. 1421-21 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 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk W. Alan Knight, Council President

The foregoing Ordinance No.1421-21 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this day of , 2021.

Attest: _____
Lori L. Hillman, City Clerk W. Alan Knight, Council President

The foregoing Ordinance No. 1421-21 was approved by me this day of , 2021.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

EXHIBIT A

CITY OF ZEPHYRHILLS

COMPREHENSIVE PLAN

CHAPTER 11

PROPERTY RIGHTS ELEMENT

Goals, Objectives, and Policies

GOAL

PPR1:	Acknowledge the Florida Constitution and its protection of private property rights and ensure that private property rights are considered in local decision-making.
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OBJECTIVE

PPR-1-1:	Private Property Rights and Decision Making Ensure that private property rights are considered in local decision-making.
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POLICY

PPR-1-1-1:	Statement of Rights 1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights. 2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to Florida Statutes and the City of Zephyrhills Code of Ordinances. 3. The right of the property owner to privacy and to exclude others from their property for the protection of the owner's possessions and property. 4. The right of a property owner to dispose of his or her property through lineal transfer, sale, or gift.
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BUSINESS ITEMS/PUBLIC HEARING 3.6

Transmittal to State - First Reading of Ordinance 1426-21 Terrace at Pretty Pond Parcel No. 35-25-21-0010-06800-0010 FLU ad Zoning

Issue:

Ordinance No. 1426-21

Annexation of Parcel/Tax ID No. 35-26-21-0010-06800-00010

Background:

Subject Parcel No. 35-26-21-0010-06800-0010, approximately 1.75 acres of real property generally located +/- 280 feet east of the intersection of Wire Road and Pretty Pond Road, on the south side of Pretty Pond Road is currently within unincorporated Pasco County and is considered an ENCLAVE as it is bordered on all sides by properties located within the City of Zephyrhills. Applicants are proposing to annex, including the property into the jurisdictional boundaries of the City of Zephyrhills and remedying an enclave in this area.

Analysis:

The proposed annexation of subject property 35-26-21-0010-06800-0010 (1.75 acres) is consistent with the requirements of Chapter 171, Florida Statutes concerning annexation as outlined in the justification report.

- The subject property is an enclave and is therefore contiguous to the existing municipal boundaries of the City of Zephyrhills, as required by Subsection 171.043(1), Florida Statutes and will not be included within the boundary of another municipality.
- The subject property is proposed to be developed for urban purposes as required by Subsection 171.043(2), Florida Statutes. The applicants are proposing a total resident population greater than 2 persons for each acre of land.
- The subject property is located within the city's utility service boundary and can be serviced without the extension of water and/or sewer lines through a sparsely developed area, meeting the criteria of Subsection 171.043(3), Florida Statutes.

All future development of the property proposed for annexation will be designed and permitted consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code and applicable city ordinances.

Attachment(s):

1. Terrace at Pretty Pond Staff Report

2. MAP_FLU & Rezoning (0010)
3. Ordinance 1426-21 FLU and ZONING Terrace At Pretty Pond 0010-County

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the annexation of Parcel No. 35-26-21-0010-06800-0010.

The Planning Commission recommended approval of the annexation with the condition that as the project moves through to the development plan phase, staff works with the applicants and surrounding property owners to address existing off-site stormwater concerns in the area and provide the Commission with updates.

STAFF REPORT

RE: ANX | FLU | RZ-0005-21
Terrace @ Pretty Pond Townhomes – Annexation, FLUMA & Rezoning

DATE: August 23, 2021

I. BACKGROUND & INFORMATION

A. Site Information

Property Owner:	Florentino Palas & Elizabeth Q Palas Trustees of the Elizabeth Q Palas Inter Vivos Revocable Trust 702 Kingswood Loop Brandon, FL 33511-7012	
Applicant:	Michael Mann 2336 Heritage Lakes Drive Lakeland, FL 33803	
Parcel Information:	11-26-21-0010-06800-0000	11-26-21-0010-06800-0010
Acreage:	2.06 acres MOL	1.75 acres MOL
Current Jurisdiction:	City of Zephyrhills	Pasco County
Existing Future Land Use:	RE (Residential Estate, 0-2 du/ga)	RES-6 (Residential, 6 du/ga)
Proposed Future Land Use:	RU (Residential Urban, 7.5-20 du/ga)	
Existing Zoning:	ER (Estate Residential)	AR (Agriculture)
Proposed Zoning:	R4 (Multi-Family Residential)	

B. Application Summary

Applications for SIMULTANEOUS REVIEW of petitions to annex, amend the Comprehensive Plan (Small-Scale Map Amendment) and Rezone submitted by Micheal Mann for 2 parcels, combined approximating 3.81 acres, generally located at the southeast corner of Pretty Pond Road and Wire Road, for the future construction of townhomes.

Sub0ject Parcel 11-26-21-0010-06800-0000 (generally located at the SE corner of Pretty Pond and Wire Roads) is currently within the jurisdictional boundaries of the City of Zephyrhills and is the subject of a Small-Scale Comprehensive Plan Map amendment to change the Future Land Use Classification from City RE (Residential Estate, 0-2 du/ga) to City RU (Residential Urban, 7.5-20 du/ga); and a Zoning Amendment, changing from City ER (Estate Residential) to City R4 (Multi-Family Residential).

Subject Parcel 11-26-21-0010-06800-0010 (generally located +/- 280 feet east of the intersection of Pretty Pond and Wire Roads) is currently within the jurisdictional boundaries of Pasco County and is considered an ENCLAVE as it is bordered to its north, south, east and west by properties located within the City of Zephyrhills. Said property is the subject of an application for annexation; a Small-Scale Comprehensive Plan Map amendment to change the Future Land Use classification for Pasco Count RES-6 (Residential, 6 du/ga) to City RU (Residential Urban, 7.5-20 du/ga); and a Zoning Amendment changing from Pasco County AR (Agricultural) to City R4 (Multi-Family Residential).

C. Previous Action

1. Site Plan Review Committee

Applications were presented at the May 18, 2021 Site Plan Review Committee Meeting with a staff recommendation of approval.

2. Planning Commission (1)

Applications were presented at the June 15, 2021 Planning Commission meeting. The item was **tabled** due to concerns with nearby Alpha Village and Crestview's stormwater ponds and previous flooding. The Planning Commission asked staff and the applicant's engineer to look into the issue.

3. Planning Commission (2)

Applications were brought back to the August 17, 2021 Planning Commission meeting. The Planning Commission recommended approval of the annexation, comprehensive plan amendments, and rezonings.

D. Pasco County Review

Per the City and the County's Joint Planning Agreement, Pasco County has reviewed the application and found the request to be consistent with the City's Comprehensive Plan and existing uses in the surrounding area. Pasco County does not object to the annexation or proposed future land use/zoning amendments.

II. DATA & ANALYSIS

A. Character Analysis

The Subject Properties are generally located at the SE corner of Pretty Pond and Wire Roads. Land uses in the surrounding area consist of office, multi-family residential, medium-density residential and low-density residential. The proposed density of the applicants at 12.8 units per acre, and the allowed density of the proposed FLU and zoning designation are consistent with land uses in the area. The construction of townhomes, as proposed, is compatible with the area.

East Property directly to the east of the subject property is zoned ER.

West Property directly to the west of the subject parcels across Wire Road have a Future Land Use Classification of MU (Mixed Use, up to 20 du/ga) and is zoned PUD. Property to the southwest is zoned OP (Office Professional), and there is an existing multi-family residential complex with a zoning of R4 (multi-family residential, up to 20 du/ga) further to the southwest.

North Northeast of the subject property, is undeveloped land with a Future Land Use Classification of RU (Residential Urban, 7.5-20 DU/GA) and a zoning designation of R4; the Zephyr Lakes (Abbott Park) development which contains 500+ single-family units on a mix of 40-60 foot lots and a small portion slated for multi-family or townhomes. Directly north from the subject properties is the Crestview development containing single-family residential homes on a mix of 50 and 60 foot lots.

South Properties south of the subject properties are existing single-family homes within the Alpha Village community zoned R2 (Single-Family Residential, up to 5 du/ga).

B. Compatibility Analysis

Annexation

The proposed annexation of Subject Property 11-26-21-0010-06800-0010 (1.75 acres) is consistent with the criteria of Chapter 171.043, FS and is located within the City/County Joint Planning Area (JPA) and the City's Utility Service area. The inclusion of said property will remedy an existing ENCLAVE in the area.

Small-Scale Comprehensive Plan Amendment –Future Land Use Map Amendment (FLUMA)

The proposed FLUMA for both subject properties combined qualifies as a Small-Scale Comprehensive Plan Amendment (under 10 acres prior to July 1, 2021 and under 50 acres after July 1, 2021) and does not require transmittal to the State Department of Economic Opportunity (DEO). The proposed FLUMA is consistent with Chapter 163, Part II, FS; the City of Zephyrhills Comprehensive Plan; and the Land Development Code.

Applicants are request to change the FLU classification of Subject Parcel 11-26-21-0010-06800-0000 (2.06 acres) from City RE (Residential Estate, 0-2 du/ga) to City RU (Residential Urban, 7.5-20 du/ga); and Subject Parcel 11-26-21-0010-06800-0010 (1.75 acres) from Pasco County RES-6 (Residential, 6 du/ga) to City RU. *RU is the logical classification for properties expecting anywhere between 7.5 and 20 DU/GA.*

The subject properties are located at the SE corner of Pretty Pond and Wire Roads. Both Pretty Pond and Wire Roads are owned/maintained by Pasco County. The property is de-minimus and will not require a full traffic study but will be required to do a traffic impact analysis to determine whether turn lanes and intersection improvements are necessary. Estimated impacts are 25 PM Peak Hour trips per day.

The proposed changes are consistent with the goals, objectives and policies of the City of Zephyrhills 2025 Comprehensive Plan; and are consistent and compatible with the land use and development trends of the surrounding area.

Rezoning

The proposed zoning changes are consistent with the development patterns and zoning designations in the surrounding area and will not create a “spot zone.” The proposed zoning changes are consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code and City Code of Ordinances. The requested zoning changes are not anticipated to create a situation of premature development based on the development patterns in the general vicinity and utility infrastructure is available to the site.

Applicants are requesting to change the zoning designation of Subject Parcel 11-26-21-0010-06800-0000 from City ER (Estate Residential) to City R4 (Multi-Family Residential); and Subject Parcel 11-26-21-0010-06800-0010 from Pasco County AR (Agricultural) to City R4 (Multi-Family Residential) for the future construction of approximately 49 townhome units – proposed density threshold of 12.8 du/ga.

R4 is the logical classification for townhomes and for properties expecting anywhere between 7.5 and 20 du/ga.

C. Natural & Historic Resources

The following site characteristics are provided:

1. Soil Types

Arredondo Fine Sand with 0-5% slope (3.0 acres or 81.8% of subject property) and 5-8% slope (0.8 or 18.2% of subject property).

2. Flood Plain

The subject parcels lie within FEMA Flood Zone “X” and are outside the 100-year flood zone. It has been brought to staff and the applicant’s attention that issues surrounding the Crestview and Alpha Village stormwater ponds must be addressed with regards to flooding.

3. Stormwater

The stormwater system will be designed to provide storage and treatment of runoff as required by state/local jurisdictions. It is anticipated that a dry-retention pond will be utilized on the southern end of the properties.

4. Wetlands/Water Bodies

No wetlands or waterbodies have been found to be present on the site.

5. Historic | Archaeological Resources

The subject parcels are located outside the Zephyrhills Historic District and are not projected to impact any identified historic resources. If archaeological resources are found onsite during

development, notification should be made to the City and the Florida Department of Historical Resources.

6. Natural Resources

Land Resources Consultants, LLC provided a report on behalf of the applicants and found no indication of protected species or critical habitats. The site was found to be suitable habitat for Gopher Tortoise – however, no tortoise or burrows were observed on site. If resources, such as tortoise, burrowing owls, etc. are found on site during future development of the property, a full report and mitigation and/or relocation plan shall be submitted to the city.

D. Public Service Analysis & Impact

1. Police

Projected service demand is within satisfactory limits for future development of the site proposed for townhome units at 12.87 du/ga. Areas further to the east are within unincorporated Pasco County and both City/County properties receive regular patrol.

2. Fire Services

Projected general fire service demand is within satisfactory limits for future development of the site and proposed for townhome units at 12.87 du/ga. Adequate Fire/EMS service is provided by Pasco County.

3. Potable Water

City potable water service is available to the subject properties. Projected general water service demand provided by the applicants for a maximum of 20 du/ga is 300 gallons per day (gpd) x 76.2* units = 22,860 gpd, for an overall impact of +21,000 gpd based on existing land use designations. Initial coordination with the City has begun and sufficient capacity exists within the current water use permit. **PLEASE NOTE: The applicants are only proposing 49 units (12.87 du/ga = total of 14,700 gpd expected.*

4. Sewer

City sewer services are available to the subject properties. Projected general service demand provided by the applicants for a maximum of 20 du/ga is 200 gallons per day (gpd) x 76.2* units = 15,240 gpd for an overall impact of +14,066 gpd. Initial coordination has begun with the City. **PLEASE NOTE: The applicants are only proposing 49 units (12.87 du/ga) = total of 9,800 gpd.*

5. Sanitation

Future development will be required to utilize City Sanitation Services. The City collaborates with Pasco County for use of their landfill sites.

6. Transportation

Access to the project is proposed on Wire Road – however; staff have indicated the preferred access point to be on Pretty Pond to the east side of the Subject Parcels (this will be further reviewed). The project is de-minimus and will not be required to conduct a full traffic study. Turn lane and intersection improvement analysis will be required. Currently the project is estimated at 25 PM Peak Hour trips per day.

7. Schools

Staff have forwarded the application to Pasco County School Board for impact/concurrency review. Pasco County School Board planners had no objections and anticipated impacts are provided in the justification report.

E. Comprehensive Plan Analysis & Verified Applicant Response

IMPLEMENTATION

GOAL LU-1: To achieve economically diversified tax bases 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.

Response: ***"The Terrace at Pretty Pond will complement the residential character of the City of Zephyrhills while providing an additional option for those looking for a home with less maintenance. The proposed development provides further benefit to the City of Zephyrhills by increasing the tax base."***

LAND DEVELOPMENT REGULATION

OBJ. 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 goal and consistent with this adopted plan.

POLICY LU-1-1-1: The City shall continue to enforce land development regulations to ensure orderly development that, at a minimum, contains 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 by designating appropriate activities and land uses within well-head protection areas and environmentally sensitive lands;
- i. Provision of mixed-land use designations, such as recreation... in residential areas; and
- j. Discourage the proliferation of urban sprawl.

Response: ***"The Terrace at Pretty Pond will ensure each of the above items are addressed as part of the site development/construction plans that will be submitted to all applicable government agencies. Urban sprawl will not be created by the proposed development. The proposed development is located on 2 parcels that are uniquely situated between 2 subdivisions with relatively high densities. The goal of the developer is to provide a townhome community that will meet the demands of a varied age group, ranging from young adults to senior citizens who are looking for a more maintenance-free lifestyle."***

RESIDENTIAL DEVELOPMENT

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

Response: *"The Terrace at Pretty Pond will complement the quality of life within the surrounding communities. The proposed development will not interfere with the integrity of the established neighborhoods in the area."*

POLICY LU-1-2-1: Residential development shall be consistent with the following residential density categories:

...b. 7.5-20 units/gross acre.

Response: *"The Terrace at Pretty Pond will contain a density of 13 dwelling units per gross acre and falls within the range criteria of the RU Future Land Use Category requested in the application."*

POLICY LU-1-2-2: Existing residential areas shall be protected from incompatible activities. Other land users shall also be protected from the encroachment of incompatible residential activities.

Response: *"The Terrace at Pretty Pond is a proposed development that will provide compatibility with the existing residential areas and will serve as a transition between varying residential densities."*

POLICY LU-1-2-3: The location and extent of residential land uses shall be in accordance with the Future Land Use Map and the descriptions of types, sizes, and densities of land uses contained in this element.

Response: *"The Terrace at Pretty Pond complies with the requirements of the Future Land Use Map, its categories, and its established development pattern for this area. The area being annexed is currently classified as RES-6 by Pasco County. The City's request via the accompanying RU category is compatible."*

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

Response: *"The Terrace at Pretty Pond is compatible with the existing future land use categories, surrounding zoning districts and the established development pattern of the area."*

I. RECOMMENDATION

A. Staff

Based upon the above and ongoing analysis, Staff recommends approval of the petitions for Annexation, Future Land Use Map amendments, and Rezoning.

B. Planning Commission

At the August 17, 2021 meeting, Planning Commission voted to recommend approval of the petitions for Annexation, Future Land Use Map amendments and Rezoning as presented, with the condition that the Commission be given periodic updates on the Crestview and Alpha Village stormwater issues.

JUSTIFICATION REPORT

THE TERRACE AT PRETTY POND

PROJECT DESCRIPTION

The Terrace at Pretty Pond is a 49-unit townhome development located in the northeastern portion of the City of Zephyrhills. Two separate parcels are included in this three-fold application process. Parcel 35-25-21-0010-06800-0000 is located within the City of Zephyrhills and Parcel 35-25-21-0010-06800-0010 is located within unincorporated Pasco County. The Pasco County parcel is proposed for annexation into the City of Zephyrhills. The subject parcels are generally located in the southeastern portion of Pasco County and the northeast portion of the City of Zephyrhills (Appendix 1 – City of Zephyrhills Boundary). More specifically, The Terrace at Pretty Pond will be located in the southeast corner of the intersection of Pretty Pond Road and Wire Road (Appendix 2 & 2A - Aerial).

This three-part concurrent development application will provide for annexation of the Pasco County parcel, a comprehensive plan amendment for both parcels, and a rezoning of both parcels.

Existing Parcel Information

PARCEL ID:	35-25-21-0010-06800-0000	35-25-21-0010-06800-0010
ACREAGE:	2.06	1.75
REQUESTED USE:	Townhomes	Townhomes
CURRENT USE:	Vacant/Undeveloped	Vacant/Undeveloped
ZONING DISTRICT:	City ER	Pasco County AR
FUTURE LAND USE CLASSIFICATION:	City RE	Pasco County RES-6
SPECIAL DISTRICTS:	N/A	N/A

The subject property for both the City of Zephyrhills and Pasco County are vacant and undeveloped.

PROPOSED DEVELOPMENT

The proposed development requests approval for a 49-unit, single-family townhome subdivision. The lots will be generally 19 feet wide by 50 feet deep. The site plan submitted with this application has been prepared with professional services from Hillsborough Surveying, Validus Engineering Group, LLC, and Land Resource Consultants, LLC.

As proposed, a three-part concurrent development application requires three actions by the City of Zephyrhills. The first is an annexation for Parcel 35-25-21-0010-06800-0010 along with a Comprehensive Plan amendment and a Rezoning application. A pre-application meeting with the City of Zephyrhills was held on January 6, 2021.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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 Terrace at Pretty Pond will complement the residential character of the City of Zephyrhills while providing an additional option for those looking for a home with a less maintenance. The proposed development provides further benefit to the City of Zephyrhills by increasing the tax base.

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.*

Policy 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 by designating appropriate activities and land uses within well head protection areas and environmentally sensitive land;*
- i. Provision of mixed land use designations, such as recreation in residential area; and*
- j. Discourage the proliferation of urban sprawl.*

The Terrace at Pretty Pond will ensure each of the above items are addressed as part of the construction plans that will be submitted to all applicable government agencies. Urban sprawl will not be created by the proposed development. The proposed development is located on two parcels that are uniquely situated between two subdivisions with relatively high densities. The goal of the developer is to provide a townhome community that will meet the demands of a varied age group, ranging from young adults to senior citizens who are looking for a more maintenance free lifestyle. Open space will be provided to residents for recreational purposes and gatherings.

Residential Development

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

The Terrace at Pretty Pond will complement the quality of life within the surrounding communities. The proposed development will not interfere with the integrity of the established neighborhoods in the area.

Policy LU-1-2-1: *Residential development shall be consistent with the following residential density categories:*

. . .b. Residential Urban – 7.5 to 14.0 units/gross acre;

The Terrace at Pretty Pond will contain a density of thirteen dwelling units per acre and falls within the high range criteria of the RU Future Land Use category requested in this application.

Policy LU-1-2-2: *Existing residential areas shall be protected from incompatible activities. Other land users shall also be protected from the encroachment of incompatible residential activities.*

The Terrace at Pretty Pond is a proposed development that will provide compatibility with the existing residential areas and will serve as a transition between varying residential densities.

Policy LU-1-2-3: *The location and extent of residential land uses shall be in accordance with the Future Land use Map and the descriptions of types, sizes, and densities of land uses contained in this element.*

The Terrace at Pretty Pond complies with the requirements of the Future Land Use Map, its categories, and the established development pattern of this area. The area being annexed is currently classified as RES-6 by Pasco County. The City's request via the accompanying RU category is compatible.

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

The Terrace at Pretty Pond is compatible with the existing future land use categories, surrounding zoning districts and the established development pattern of the area.

CONSISTENCY WITH 171.043, F.S.

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).

Subsection 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.

Parcel 35-25-21-0010-06800-0010 is contiguous to the City of Zephyrhills. The abutting parcel is located within the City of Zephyrhills. No portion of the parcel will be included within the boundary of another incorporated municipality upon annexation approval.

Subsection 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.

The Terrace at Pretty Pond will be developed for urban purposes by providing for a total resident population equal to at least two persons for each acre of land included within its boundaries.

Subsection 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).

The Terrace at Pretty Pond can be serviced without the extension of water and / or sewer lines through a sparsely developed area.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE AND CITY ORDINANCES

The Terrace at Pretty Pond will be designed and permitted consistent with the City of Zephyrhills Land Development Code and applicable City Ordinances.

ANNEXATION

The accompanying annexation application includes a total of 1.75 acres located in unincorporated Pasco County. The northern boundary of the annexed property abuts Pretty Pond Road. The annexed property will be joined with the property immediately to the west, that is currently within the City of Zephyrhills city limits. The applicant believes that the annexation of this parcel is reasonable and meets the legal requirements for inclusion into the City of Zephyrhills.



SURROUNDING FUTURE LAND USE

A comprehensive plan amendment is also included in this three-part application process. Annexing Parcel 35-25-21-0010-06800-0010 into the City of Zephyrhills will allow for a future unified development of the proposed residential project, matching the Future Land Use designations both to the north and to the south of these parcels. Upon approval, this request will assign the entire tract into the Residential Urban (RU) future land use category for the City of Zephyrhills. The RU classification purpose is to recognize properties that are appropriate to be developed in a suburban, high density manner. It also recognizes that such areas are well-suited for residential uses typical of suburban, non-intensive qualities. The RU category also provides for development consistency between the densely developed RS areas to the north and to the south of these two parcels. The density range in RU is 7.5 to 14.0 dwelling units per gross acre.

It can be noted that the Pasco County parcel currently has a designated Future Land Use RES-6 as listed on Pasco County's Comprehensive Plan Map (Appendix 3 – FLU).

ZONING ANALYSIS

An application to rezone both Parcel 35-25-21-0010-06800-0000 and Parcel 35-25-21-0010-06800-0000 to R-4, Multi-Family Residential is the final application to run concurrently with this three-part application request. Currently, the parcel located within the City of Zephyrhills is zoned ER, Estate Residential. The parcel located within Pasco County is zoned AR, Agricultural Residential.

The requested R-4, Multi-Family Residential District, permits a density range of up to 20 units per gross acre with a maximum of 75% impervious area. The increase in density provides for greater land use compatibility. The proposed development located in the northwest quadrant of the Pretty Pond Road / Wire Road intersection was approved for a 168-unit, residential rental community on twelve acres. An existing Planned Unit Development, PUD, is located to the immediate north of The Terrace at Pretty Pond proposed development. Alpha Village Estates is an R-2 zoned development abutting the proposed development to the south. The proposed R-4 zoning would allow for a compatible transition between the varying zoning districts. In general, the properties to the northwest and west of the proposed development are zoned as PUD.

Public services provided by the City of Zephyrhills are available to service the proposed townhomes.

The future job growth for Pasco County exceeded the national average prior to the unprecedented changes that occurred during the COVID-19 pandemic, providing for a market demand in this area. Coupled with the expanding highway infrastructure and rapid expansion of private healthcare services and retail services, east Pasco County is ripe for development.

The Table below provides a summary of the parcels contained in the three-part application request:

Parcel ID	Current Political Jurisdiction	Current FLU Category	Proposed FLU Category	Current Zoning District	Proposed Zoning District
35-25-21-0010-06800-0000	City	RE	RU	ER	R-4
35-25-21-0010-06800-0010	County	RES-6	RU	AR	R-4

In summary, the proposed density for 49 townhomes is fully compatible with the established zoning area and established uses within the neighborhood. Once approved by the completed annexation, comprehensive plan amendment, and rezoning process, The Terrace at Pretty Pond will comply with the City of Zephyrhills Land Development Code and adopted ordinances. Its development will be consistent with the surrounding area, future land use categories of the comprehensive plan, the established area zoning, and the existing development pattern of the area (Appendix 4 – Zoning).

LOCAL DEVELOPMENT PATTERN

Much of the surrounding area either has homes already established or has proposed homes to be constructed in the future.

- To the immediate north, across Pretty Pond Road, is Crestview Hills, a development consisting of single-family detached homes that are accessed from Pretty Pond Road.

- To the immediate south is Alpha Village Estates, a development consisting of single-family detached homes. Alpha Village Estates is accessed from both Wire Road and 16th Street.
- The property abutting the immediate western boundary of the proposed development is a 30' strip of unimproved right-of-way owned by the City of Zephyrhills Per Pasco County Property Appraiser.
- Northwest of the proposed development, in the northwest quadrant of the Wire Road / Pretty Pond Road intersection, is an unimproved parcel, owned by Pretty Pond Investors, LLC.
- Due west, across Wire Road, is an undeveloped property owned by Adventist Health System. Access to this parcel does not appear to be determined at this time.
- To the immediate east is a single-family dwelling with access along Pretty Pond Road.



PREMATURE DEVELOPMENT ANALYSIS

The Terrace at Pretty Pond, consisting of 49 townhomes, will not create premature development. The proposed development is located amidst a variety of developed uses that provide functional, convenient, and necessary infrastructure. There are numerous residential uses within close proximity, as well as, health care, commercial retail, educational facilities, worship opportunities, and, within a short commute, governmental offices and an airport. The Terrace at Pretty Pond will blend with the established residential development pattern within the immediate area and will complement the existing neighborhoods with yet another option of for those desiring to live in the City of Zephyrhills.

UTILITY REPORT

POTABLE WATER

While an R-4 zoning will allow for 76 units, the proposed townhome development is anticipating only 49 units in this location. With a maximum density of 76 units, there will be a demand of 300 gallons per day (gpd) per dwelling unit impact on the existing city water supply. The estimated demand was determined from the City of Zephyrhills Comprehensive Plan's Level of Service requirements for the distribution of potable water.

An existing 12" water main is located along the south side of Pretty Pond Road. After a conversation with Mr. CJ Funnell, the Superintendent of Water, it appears there is adequate capacity for the incorporation of 49 townhomes. Detailed connections will be identified as part of the engineering and permitting process. (Appendix 14 – Potable Water System Zephyrhills Service Area Map PF-1)

FIRE PROTECTION

An existing fire hydrant is located in the southwest corner of the Pretty Pond Road / Wire Road intersection. However, because the existing hydrant is located along the opposite side of the roadway, the proposed development will incorporate a new hydrant along Pretty Pond to service the fire protection needs of the proposed townhome community. (Appendix 15 – Fire Pressure for Hydrant ID #1224 & #1225)

WASTEWATER

While an R-4 zoning will allow for 76 units, the proposed townhome development is anticipating only 49 units in this location. The proposed density of 76 units will generate 200 gallons per day per dwelling unit (gpd/du) of wastewater. The sanitary sewer sub-element of the City's Comprehensive Plan contains a level of service requirement for collection and treatment of 200 gpd/du during Peak Daily Flow with an average daily flow of 168 gpd/du.

An existing 4" sanitary sewer force main is located along the western portion of the proposed development along Wire Road. After a conversation with Mr. John Bostic, the Director of Utility Capacity, it appears there is adequate capacity to incorporate the proposed 49 townhome development. Since the existing line is pressurized, the proposed development will include a privately maintained lift station to service the townhome community. The lift station design will be detailed during the engineering and permitting review process. (Appendix 16 – Wastewater System Zephyrhills Area PF-2)

PRIVATE UTILITIES

Electricity

The public utility provider for the City of Zephyrhills is Duke Energy. Duke provides services to Zephyrhills, south Central Pasco and some miscellaneous smaller areas within unincorporated Pasco County. Duke reportedly has the capacity to service the subject property. The developer will be required to coordinate service connections with Duke and the City of Zephyrhills during construction.

Telephone / Television / Internet Service Providers

There are numerous providers for communication services in the general vicinity. As such, adjacent neighbors may have differing customized services to meet their individual family's needs.

SUITABILITY ANALYSIS

The Terrace at Pretty Pond is located on one of the remaining vacant acreages in the area surrounding the intersection of Wire Road and Pretty Pond Road. Currently, these parcels are surrounded by a variety of residential uses as well as a medical facility for rehabilitation. The proposed residential use with 49 townhomes will provide for a consistent density while also adding variety to potential property owners wanting to move into the area. It will utilize existing infrastructure, provide additional housing opportunities into the City of Zephyrhills, and blend with existing development in the vicinity. This development is considered appropriate for a continuation of single-family residential development already established in this area.

PUBLIC FACILITIES

Fire Protection and Emergency Management Services

Pasco County Fire Station No. 29 is located at 6907 Dairy Road. Pasco County Fire Station No. 29 is located less than one mile from the subject property as you travel south along Wire Road, then west on Daughtery Road, and then south on Dairy Road.

Law Enforcement

The subject property will be served by the City of Zephyrhills Police Department. Following annexation, the property in its entirety will be located within the city limits. The Pasco County Sheriff's Office actively patrols this area, as well. In the event of needed emergency support within the jurisdictions of either of these agencies, both agencies are able to respond to offer assistance.

The Zephyrhills Police Station is located at 6118 8th Street, a distance of less than two miles from the subject property.

Hospital and Health Facilities

Residents in the proposed development will be served primarily by the Advent Health Zephyrhills Hospital, located at 7050 Gall Boulevard. The location of Advent Health Zephyrhills Hospital is approximately one mile from the proposed townhome community.

There are numerous private physician offices with specialty services in the City of Zephyrhills. Additionally, walk-in urgent care clinics are available that can serve medical needs on an as-needed basis for the convenience of area residents. Most all are within an acceptable short driving distance from the proposed development and the hospital.

EDUCATION

Public education for the City of Zephyrhills is provided by the Pasco County School Board. The proposed project will be served by the following schools:

School Name	Address	% of Capacity
Woodland Elementary	38203 Henry Drive	81%
Raymond B. Stewart Middle	38505 10 th Avenue	88%
Zephyrhills High School	6335 12 th Street	76%

Current public school capacity information was provided by Pasco County School Board, Mr. Zack Goodfield. From our conversation with Mr. Goodfield, all three schools appear to have adequate capacity to serve the proposed townhome project.

From the Public School Facilities Element, Table PSF-12 Pasco County Student Generation Rates, the results indicated are demonstrated below for the Single Family category:

Proposed Maximum Development	49 units x 0.17 =	9 Elementary School
	49 units x 0.08 =	4 Middle School
	49 units x 0.11 =	<u>6 High School</u>
	Total =	19 Students

RECREATION

The City of Zephyrhills and east Pasco County provide for an incredible variety of recreational opportunities within close proximity of the proposed townhome development. (Appendix 5 – Recreation Sites Zephyrhills Area REC – 1)

Waterplay At Zephyr Park – 5039 4th Street

WaterPlay provides kids with 7,000 square feet of spray ground, featuring fountain jets, falling buckets of water, water-shooting arches, and soaker cannons. This park is located just over 3 miles from the proposed townhome development.

Pin Chasers – 6816 Gall Boulevard

Pin Chasers is bowling alley that also provides summer camps for kids. Pin Chasers is located just under 2 miles from the proposed townhome development.

Veterans Memorial Park – 39299 3rd Avenue

Veteran's Memorial Park is a 10 acre, open, passive park that features an unsupervised BMX track, open play area, and a 2,000 linear foot asphalt bicycle / pedestrian path complete with trees and benches. This park was dedicated in 2001 to the past, present, and future Veterans of the United States Armed Forces. The Veterans Memorial Park is located just under 3 miles from the proposed townhome development.

Zephyrhills Cinema 10 – 6848 Gall Boulevard

The Zephyrhills Cinema 10 movie theater is located just over one mile from the proposed townhome development.

Hercules Aquatic Center – 38110 CR 54

The Hercules Aquatic Center provides for a public swimming pool that is located approximately 1.6 miles from the proposed townhome development.

Zephyrhills Skate Park – Alston Avenue and 20th Street

The Zephyrhills Skate Park addresses the need that many cities and counties faced in recent years to provide a facility for skate boarders to practice their skills as well as develop new ones in a safer environment than public sidewalks and streets. The Zephyrhills Skate Park is located 3.5 miles from the proposed townhome development.

Krusen Park – Alston Avenue and 20th Street

Krusen Park contains baseball and softball diamonds, BBQ grills, picnic tables, basketball park, football field with concession stands, inline field hockey, soccer fields, and a playground. Krusen Park is located 3.5 miles from the proposed townhome development.

Gunner Paw Park – 39536 Alston Avenue

Gunner Paw Park provides just over 5 acres of outdoor dog park, playground areas, and multi-purpose trails. The Gunner Paw Park is located 4 miles from the proposed townhome development.

Withlacoochee River Park – 12449 Withlacoochee Boulevard

Withlacoochee River Park provides 406 acres of varying types of trails along with an observation tower. The Withlacoochee River Park is located just under 10 miles from the proposed townhome development.

Shepard Park – 3010 A Avenue

Shepard Park provides basketball courts, a playground, and picnic tables. Shepard Park is located just over 3 miles from the proposed townhome development.

POPULATION ESTIMATE AND RECREATION LEVEL OF SERVICE

The 2010 U.S. Census reported the Zephyrhills population at 13,288 persons. Research with the U.S. Census Bureau indicates the most current projected 2019 population at 16,456, which is an increase of 3,168 residents in nine years. According to the University of Florida, this designation makes the City of Zephyrhills the largest in Pasco County.

The Zephyrhills Comprehensive Plan Adequate Public Facilities Element provides a Recreation Facility Standards Level of Service Ratio for each unit of recreation opportunity per the total population.

A review of these recommendations indicates that there are three ratios utilized:

- a. 1 unit per 5,000 residents
- b. 1 unit per 10,000 residents
- c. 1 unit per 20,000 residents

The 1:5,000 ration applies to a 9-hole golf course, volleyball, basketball court, official baseball field, little league, and softball.

The 1:10,000 ratio applies only to soccer fields.

The 1:20,000 ratio applies to swimming pools, football fields, and a ¼ mile running track.

The ratios and the park facilities previously detailed above apply to a maximum of 20,000 residents in the Zephyrhills Comprehensive Plan Adequate Public Facilities element. The total 2019 estimated population at 16,456 +/- remains well under the 20,000 resident ratios. The number of parks and open space facilities in the City of Zephyrhills that include additional parks from those listed above, appear to meet, or exceed the City's ratios for Recreation Facilities Level of Service standards as outlined in the Comprehensive Plan.

The Recreation impacts generated by the proposed development are demonstrated in the Impacts Analysis included later in this report.

SOLID WASTE

The City of Zephyrhills Sanitation Department is charged with the collection of waste. Discussions with the City of Zephyrhills staff indicated that approximately 1,000 pounds (0.5 tons) per year are generated by a single-family residence in the City of Zephyrhills. The

Adequate Public Facilities Ordinance adopted by the City on March 12, 2007, indicated the City's Sanitation Department operates a solid waste collection system. Yard waste is disposed of in a city owned composting facility. The remaining domestic waste is disposed of in the Pasco County landfill east of Dade City. There is an interlocal agreement in place for the City to convey all un-composted solid waste to the Pasco County Resource Recovery Facility. The facility was designed by Pasco County with a level of service assumption of 1.5 tons of solid waste per year per dwelling unit.

Given the potential of up to 1.5 tons per year per dwelling unit to be transported to the County's facility and the approximately 0.5 ton per year of waste generated by a single family residence, it appears that adequate capacity exists in order to serve the proposed townhome development with 49 units.

ZEPHYRHILLS MUNICIPAL AIRPORT

The Zephyrhills Municipal Airport is a public use airport located approximately 4 miles southeast of the proposed townhome development. This airport is categorized as a general aviation facility. It primarily serves the City of Zephyrhills, St. Leo, Dade City, and portions of unincorporated Pasco County. The airport contains two runways with general operating hours from dusk to dawn.

The norther portion of the airport is operated by general aviation activities. The southern portion is utilized by skydiving activities. For decades, Zephyrhills has been known for being a skydiving mecca. These actions are viewed by locals as well as tourists as a complement to the City as it presents a unique sports activity that is outside the norm for most communities.

The Zephyrhills Municipal Airport is expanding to keep up with the continued growth that the City of Zephyrhills is experiencing. The work on the runway extension should be complete in Fall 2021. The changes being made at Zephyrhills Municipal Airport could allow for the airport to comfortably handle larger aircraft to allow for even more individuals to make use of the facility.

SITE CHARACTERISTICS FOR SUITABILITY

The proposed residential development will provide for 49 townhomes units. Engineering design for the proposed stormwater retention will be detailed during the engineering and permitting process. Therefore, for the purposes of this suitability analysis, an anticipated 49 townhome development will be analyzed.

Stormwater

The proposed stormwater system will be designed to provide storage and treatment of runoff as required by state and local jurisdictional requirements. From the NRCS Web Soil Survey data, it appears the proposed development consists of Hydrologic Group A, which, in general, has a water depth greater than six feet below the surface of the existing ground. (Appendix 6 - Soil Map)

Based on known data, it is anticipated that this development will incorporate a dry retention stormwater management pond in the southern portion of the property. Wetland areas are not present on either parcel. Detailed engineering site plans will meet each of the applicable regulatory requirements. The on-site retention will be provided by establishing the required pond size based on soil conditions and geotechnical data. A stormwater pond will be designed with consideration of the surrounding neighboring collection systems and adjacent properties within the basin area. It is anticipated that this system will meet the pre/post match requirements for the specific demands of the basin and surrounding property owners. (Appendix 7 – Topography)

Contamination

From the Florida Department of Environmental Protection (FDEP) contamination mapping tool, it appears the proposed development is not located within any areas of contamination that could cause impacts to the development of the property. Contamination sites were not noted within a 1,500-foot radius of the proposed development. (Appendix 8 – FDEP Contamination Map)

Flood Zone

A Florida Emergency Management Agency (FEMA) map of the subject property confirms there are no flood zones on this parcel or within the vicinity of the parcel. The parcel is in Zone X, which lies outside any area threatened by flooding. (Appendix 9 – FEMA FIRMette)

TRAFFIC STUDY

The Terrace at Pretty Pond is anticipated to generate 285 daily trips with 25 trips occurring during Peak Hours. Per the City of Zephyrhills Land Development Code, Table 2, a traffic study is not needed for this proposed development. For development that generates less than 1,200 daily trips, the Traffic Study requirements are deemed de minimus. (Appendix 10 – LDC Table 2 Traffic Study Assumptions)

LEVEL OF SERVICE DETERMINATION

Ingress and egress for The Terrace at Pretty Pond is proposed along Wire Road. Currently, Wire Road is a two-lane roadway with an AADT of 6,215 per available data. The posted speed limit for Wire Road in this location is 40mph.

Using the v/c ratio for Wire Road at the proposed access point, a LOS B can be expected.

(Appendix 11 – Area Wide Level of by TAZs)

(Appendix 12 – Area Wide Level of Service for Build Out)

(Appendix 13 – Road Classification for the City of Zephyrhills)

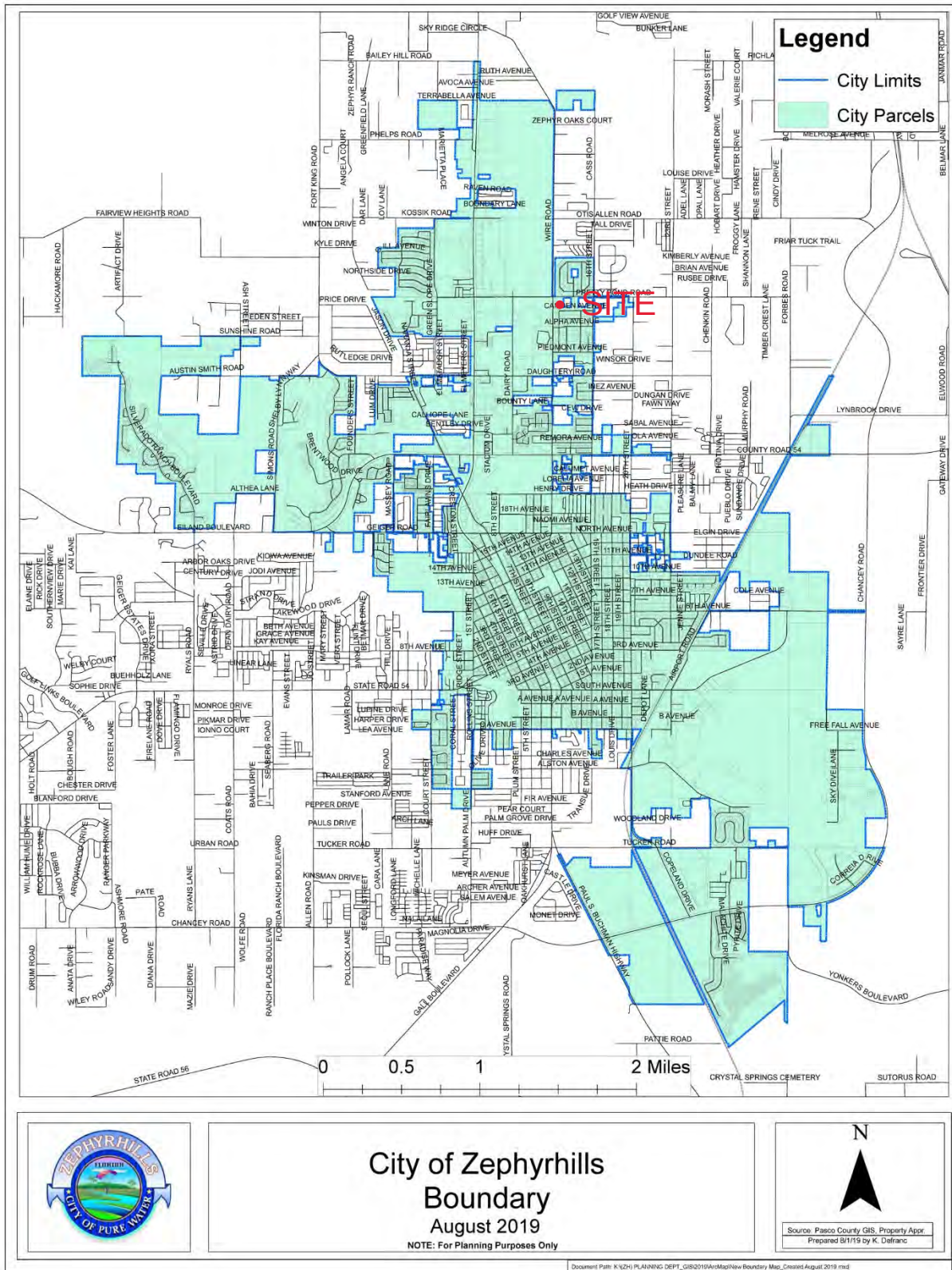
TURN LANE DETERMINATION

The following assumptions were used in determining the need for a turn lane:

Directional Split: 60/40

The traffic generated by The Terrace at Pretty Pond townhome development does not appear to warrant a turn lane. Additionally, the parcels are located within close proximity to the Wire Road/Pretty Pond intersection. The close proximity to the intersection limits the modifications to Wire Road in this area.

APPENDIX 1



Aerial-Wire Road & Pretty Pond

APPENDIX 2

Legend



Google Earth

Aerial -Wire Rd & Pretty Pond

APPENDIX 2A

Legend



phyrhills Colony Company

Google Earth

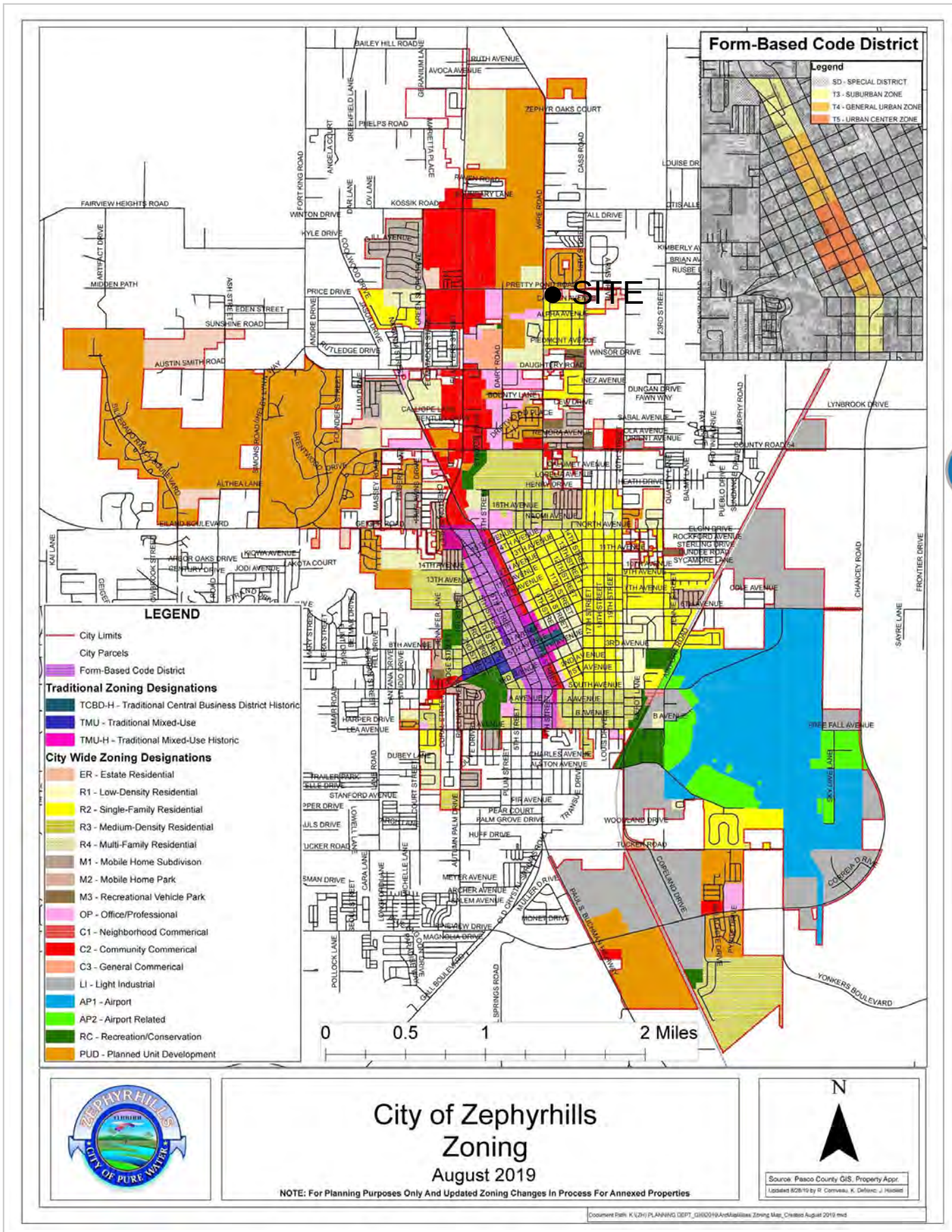
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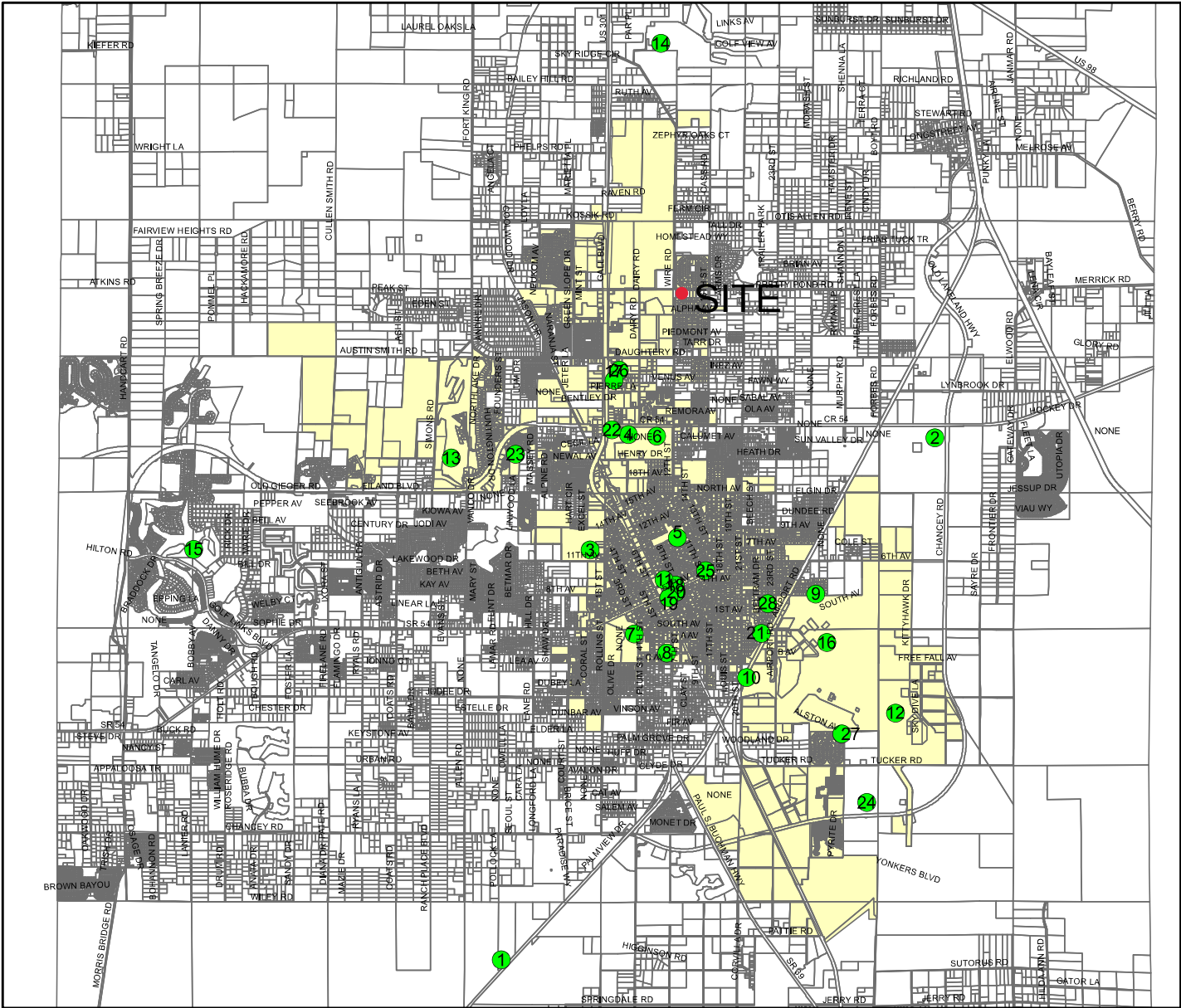


Document Path: K:\ZHI\PLANNING\DEPT GIS\2019\ArcMap\Basis FLU Map_Created August 2019.mxd



Request pdf version of this map from Planning & Redevelopment.

Recreation Sites Zephyrhills Area REC-1



Legend

- Recreation
- street names
- Parcels_2008
- City Limits

1. Hillsborough River State Park
2. Sundance Golf Course
3. West Elementary School
4. Woodland Elementary School
5. Stewart Middle School
6. Zephyrhills High School
7. Zephyr Park
8. Sheppard Park
9. Lincoln Heights Park
10. Krusen Field
11. Municipal Building/Library
12. Zephyrhills Golf Course
13. Silver Oaks Golf Course
14. Scotland Yard Golf Course
15. Links of Bernadette
16. Sky Dive City
17. Pin Chasers
18. Zephyrhills Home Theatre
19. Zephyrhills Tourist Club
20. Times Square Park
21. Depot Park
22. Hercules Aquatic Center
23. Zephyrhills YMCA
24. Sam Pasco Park
25. Transplant Park
26. Cinema 10 Movie Theatre
27. Meadowood Paw Park
28. Veterans Park

prepared by:
City of Zephyrhills
Planning Department
Nov. 2009 - C.Dean

5,500 Feet



APPENDIX 6



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pasco County, Florida

Survey Area Data: Version 19, Jun 9, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 8, 2019—Feb 28, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

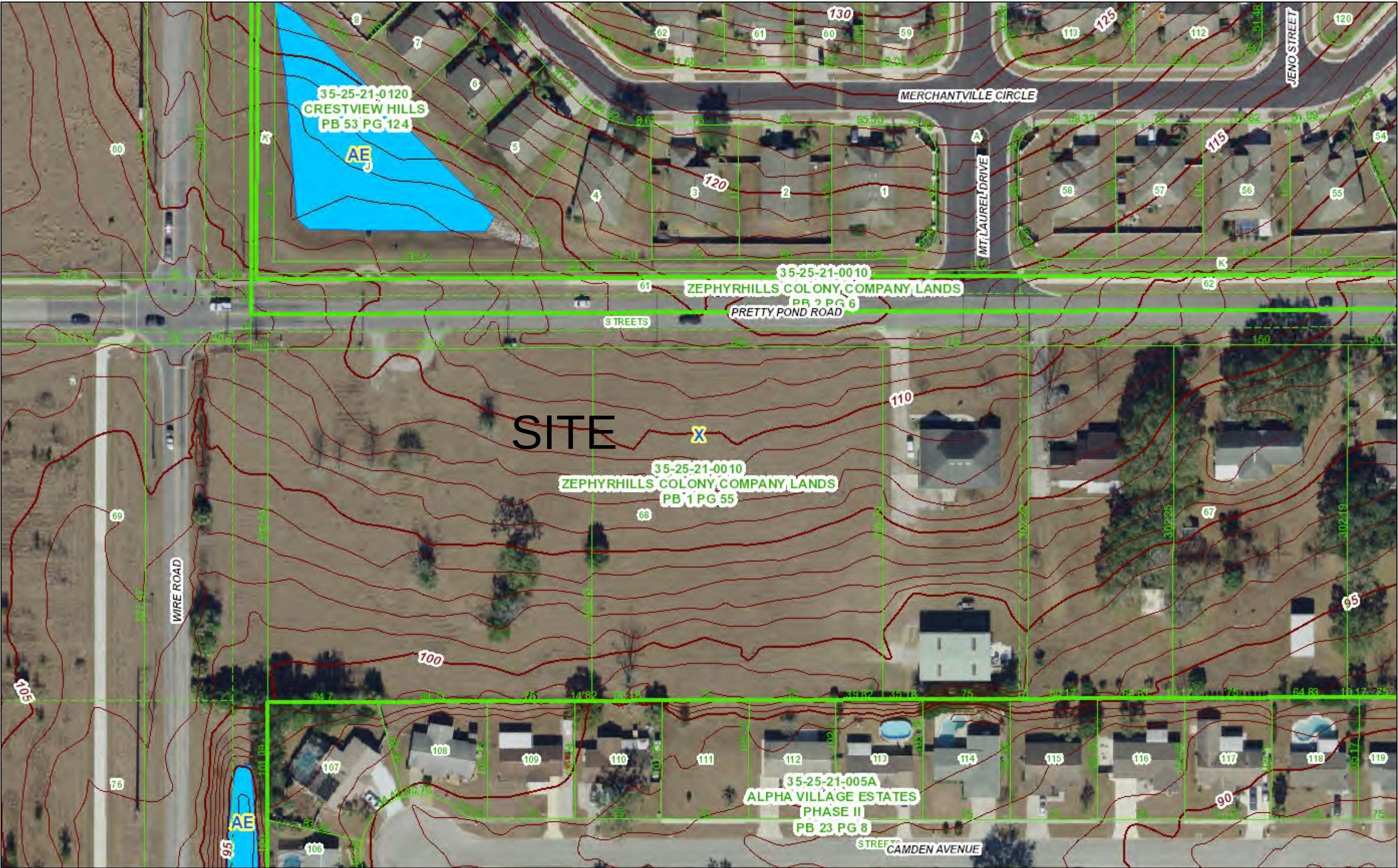
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
43	Arredondo fine sand, 0 to 5 percent slopes	3.0	81.8%
44	Arredondo fine sand, 5 to 8 percent slopes	0.7	18.2%
Totals for Area of Interest		3.7	100.0%

43 & 44 Arrendondo Fine Sand A >6.0

TABLE 17.--SOIL AND WATER FEATURES--Continued

Soil name and map symbol	Hydro-logic group	Flooding			High water table			Bedrock		Subsidence		Risk of corrosion	
		Frequency	Duration	Months	Depth*	Kind	Months	Depth	Hardness	Initial	Total	Uncoated steel	Concrete
					<u>Ft</u>			<u>In</u>		<u>In</u>	<u>In</u>		
36**: Candler----- Urban land.	A	None-----	---	---	>6.0	---	---	>60	---	---	---	Low-----	High.
37**: Paola----- Urban land.	A	None-----	---	---	>6.0	---	---	>60	---	---	---	Low-----	High.
38**: Urban land													
39**----- Chobee	B/D	Frequent----	Very long	Jun-Feb	0-1.0	Apparent	Jun-Feb	>60	---	---	---	Moderate	Low.
40----- Paisley	D	Rare-----	---	---	0-1.0	Apparent	Jun-Nov	>60	---	---	---	High-----	Moderate.
41**: Pits. Dumps.													
42----- Pomello	C	None-----	---	---	2.0-3.5	Apparent	Jul-Nov	>60	---	---	---	Low-----	High.
43, 44----- Arredondo	A	None-----	---	---	>6.0	---	---	>60	---	---	---	Moderate	High.
45----- Kendrick	A	None-----	---	---	>6.0	---	---	>60	---	---	---	Moderate	High.
46----- Cassia	C	None-----	---	---	1.5-3.5	Apparent	Jul-Jan	>60	---	---	---	Moderate	High.
47----- Weekiwachee	D	Frequent----	Very long	Jan-Dec	0-0.5	Apparent	Jan-Dec	40-51	Hard	---	---	High-----	Low.
48----- Lochloosa	C	None-----	---	---	2.5-5.0	Apparent	Jul-Oct	>60	---	---	---	High-----	High.
49, 50, 51----- Blichton	D	None-----	---	---	0-1.0	Apparent	Jun-Sep	>60	---	---	---	High-----	High.
52----- Samsula	B/D	None-----	---	---	+2-1.0	Apparent	Jan-Dec	>60	---	16-20	30-36	High-----	High.
53----- Sparr	C	None-----	---	---	1.5-3.5	Apparent	Jul-Oct	>60	---	---	---	Moderate	High.
54----- Flemington Variant	D	None-----	---	---	0-2.5	Perched	Jun-Sep	>60	---	---	---	High-----	High.

See footnotes at end of table.



Legend

- Street (Labels)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Blocks (Boundaries and Labels)
- Lot (Labels)
- Lot (Lines)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Blocks (Boundaries and Labels)
- Lot (Labels)

Adjacent Counties

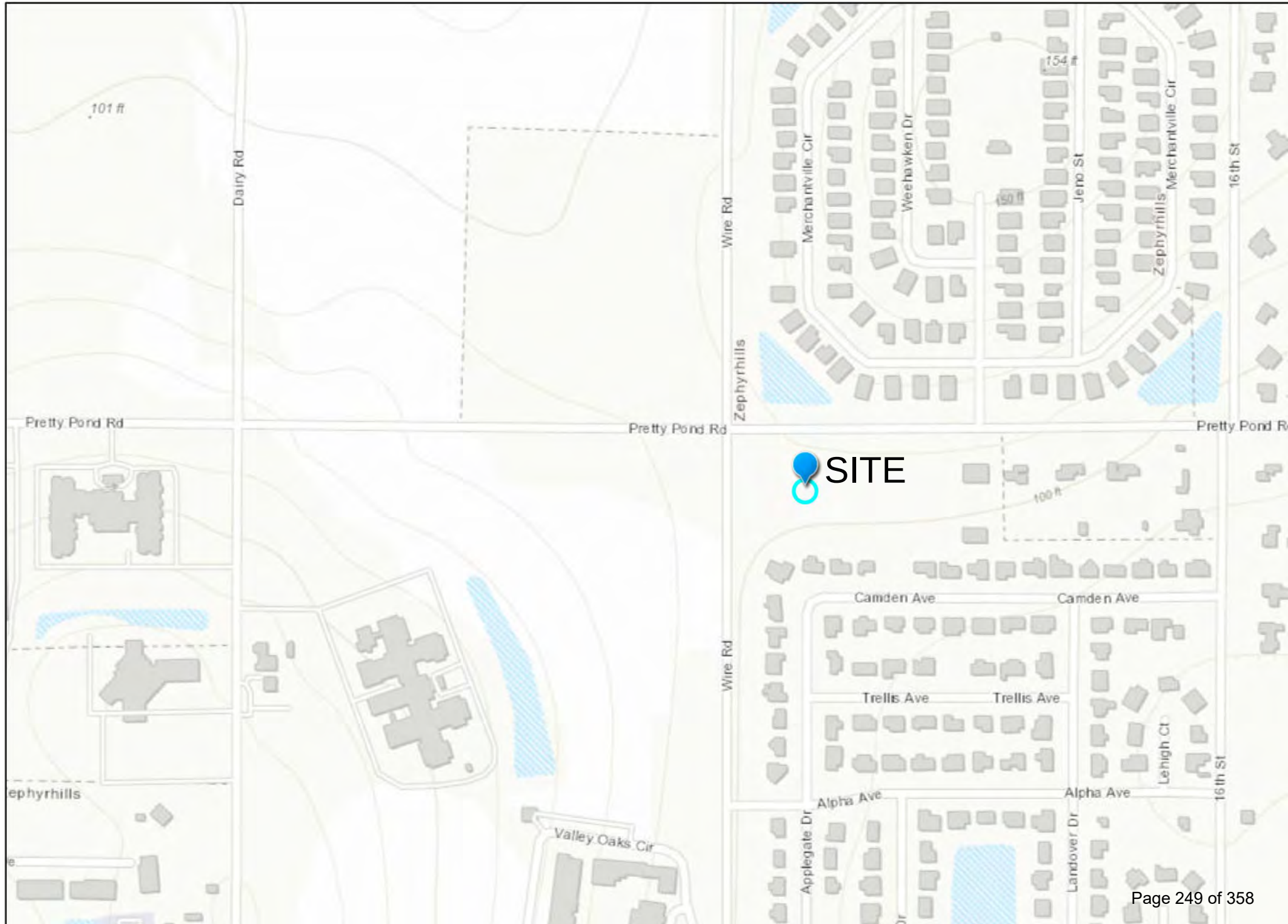
- ALACHUA
- BAKER
- BAY
- BRADFORD
- BREVARD
- BROWARD
- CALHOUN
- CHARLOTTE
- CITRUS
- CLAY
- COLLIER
- COLUMBIA
- DADE
- DESOTO
- DIXIE
- DUVAL
- ESCAMBIA
- FLAGLER
- FRANKLIN



November 11, 2020

0 50 100 200 Feet

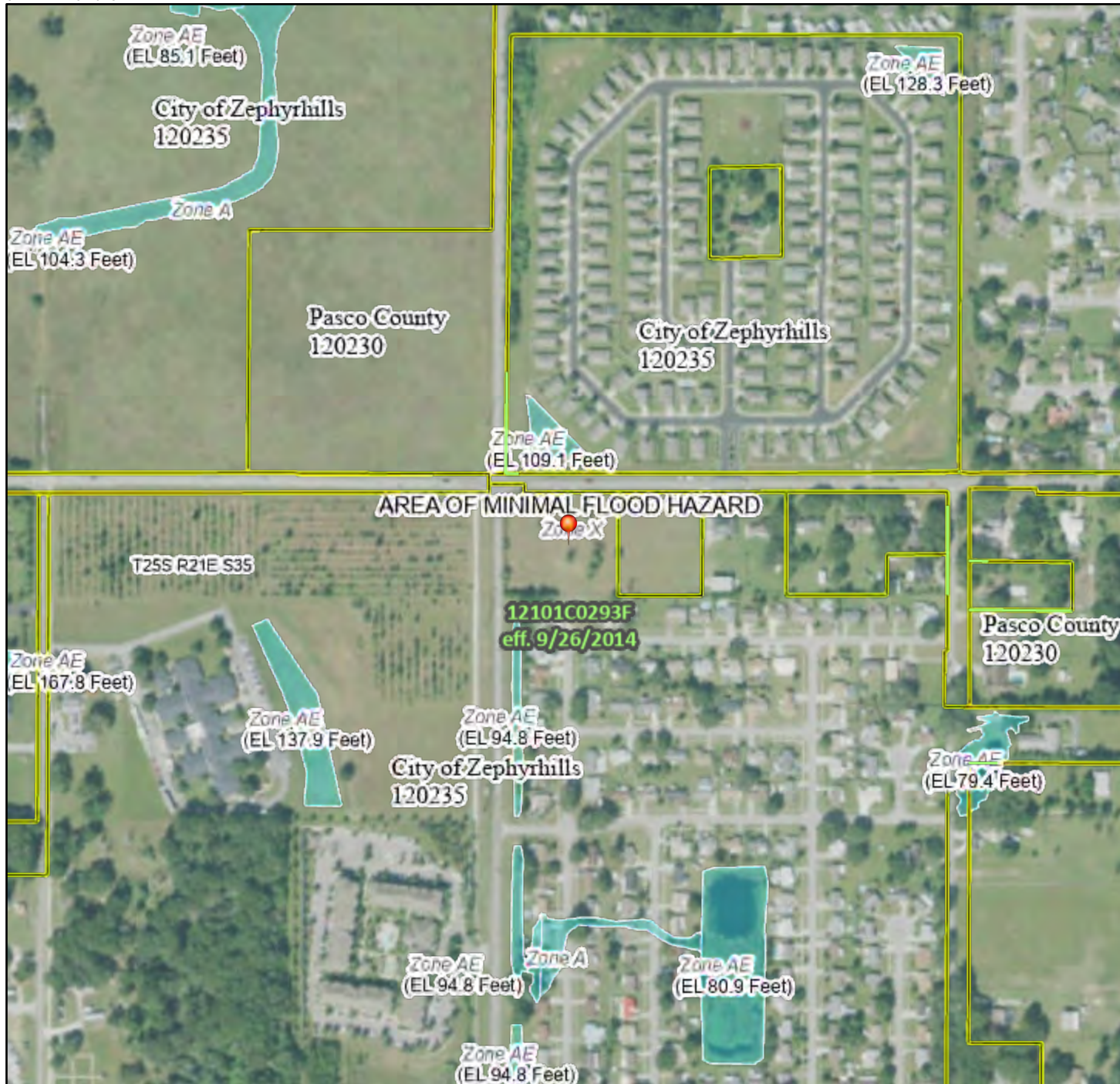
Pasco County



National Flood Hazard Layer FIRMette



82°11'4"W 28°16'13"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

APPENDIX 9

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

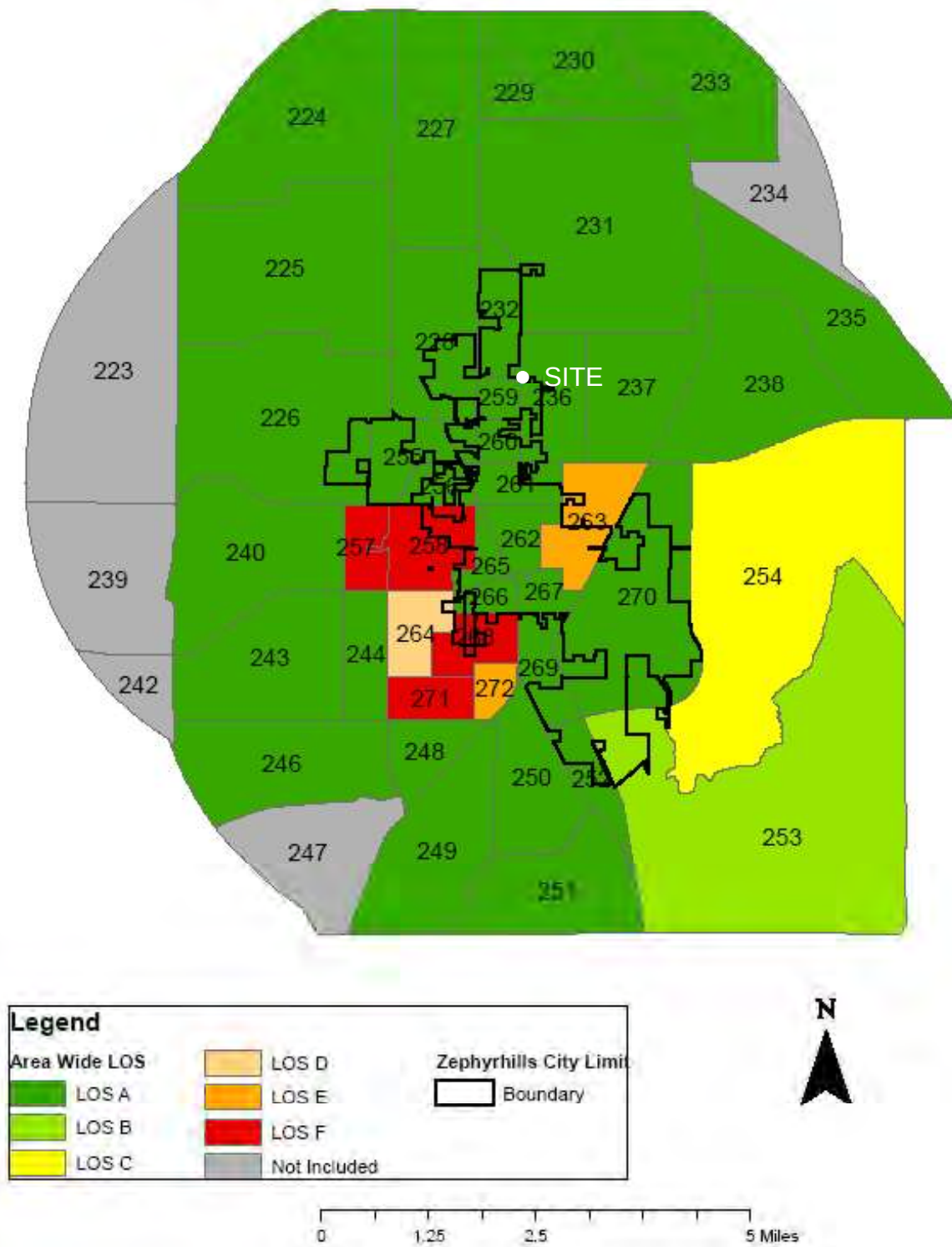
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/28/2021 at 2:53 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Table 2 Traffic Study Assumptions (Detailed).

<i>Traffic Study Assumptions</i>	<i>Description</i>
1. Traffic study requirements	
● De minimus	< = 1,200 gross daily trips
Traffic impact analysis (TIA)	> 1,200 gross daily trips
2. Methodology statement	
	Site location, Site Plan Trip gen (proposed land uses and sizes) Trip distribution, growth rate, analysis procedures defined
3. Study area	
Traffic impact analysis (TIA)	Intersections on roadways with 5% impact to the adopted service volume standard (defined by the FDOT Generalized Tables)
4. Analysis period	
Traffic impact analysis (TIA)	P.M. peak hours plus for office and industrial: a.m. peak hour for project traffic & turn lane calculations
5. Project Traffic	
Trip generation	
Internal capture	ITE Handbook, internal capture must be < 20%. For internal capture percentages greater than 20%, it must be documented in an engineering study and approved by the city.
Pass-by capture	ITE Handbook, unless documented by engineering study. Pass-by capture should be < 10% of total background traffic of adjacent roadway.
Trip distribution	
Traffic impact analysis (TIA)	Adopted Area model (CUBE model)
6. Existing conditions	
Intersection counts	Study intersection counts within 1 year of methodology
Peak season adjustments	FDOT peak season correction factor
Roadway counts	Study roadway counts within 1 year of methodology (roadways can be determined by averaging adjacent intersection counts)
Peak season adjustments	FDOT peak season correction factor
7. Background conditions	
Vested developments	DRIs or other large developments tracked by city
Area growth	Based upon historical data up to 5 years, where available

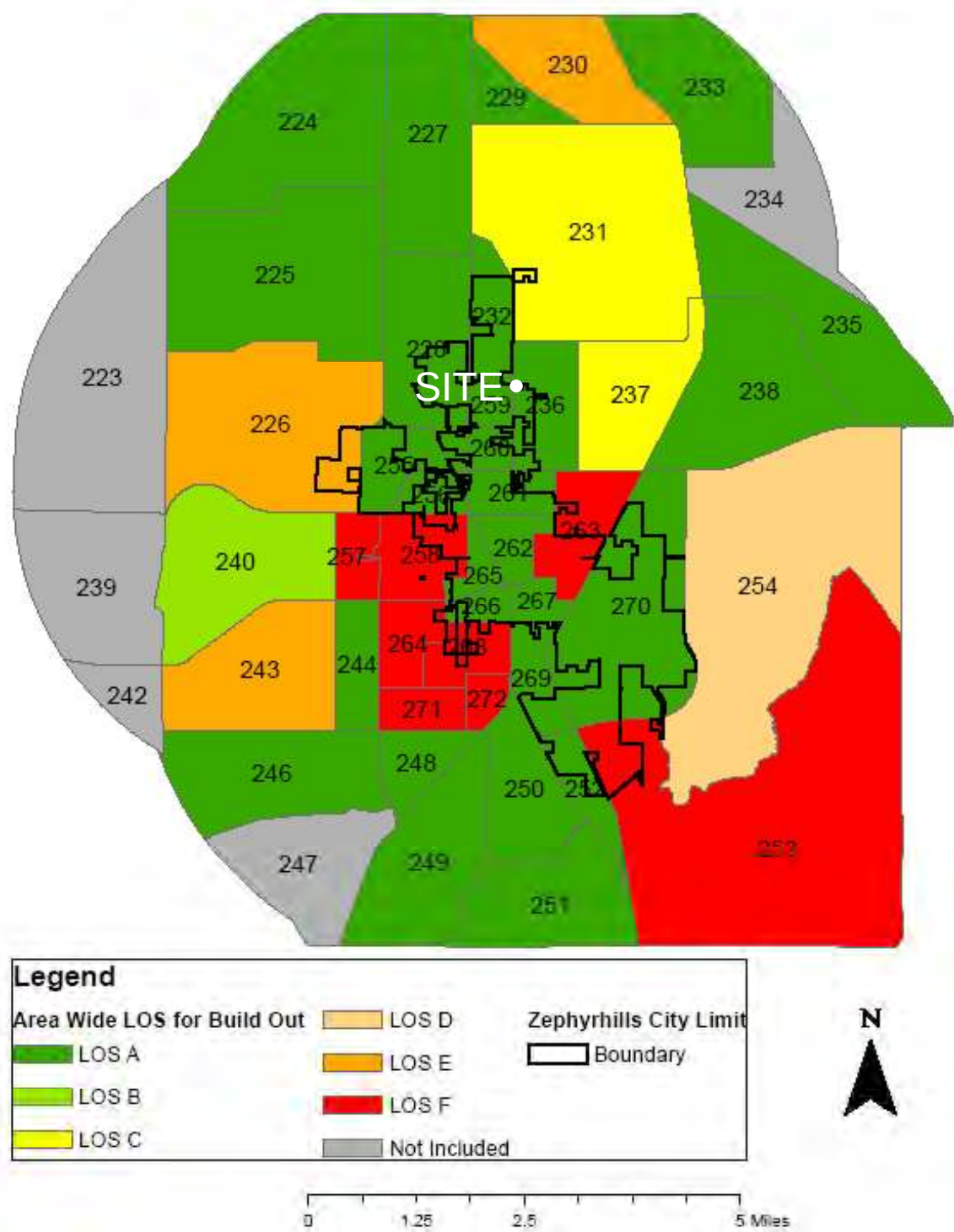
Area Wide Level of Service by TAZs



SOURCE: City of Zephyrhills, 2009.

MAP TRA-12

Area Wide Level of Service by TAZs for Build Out

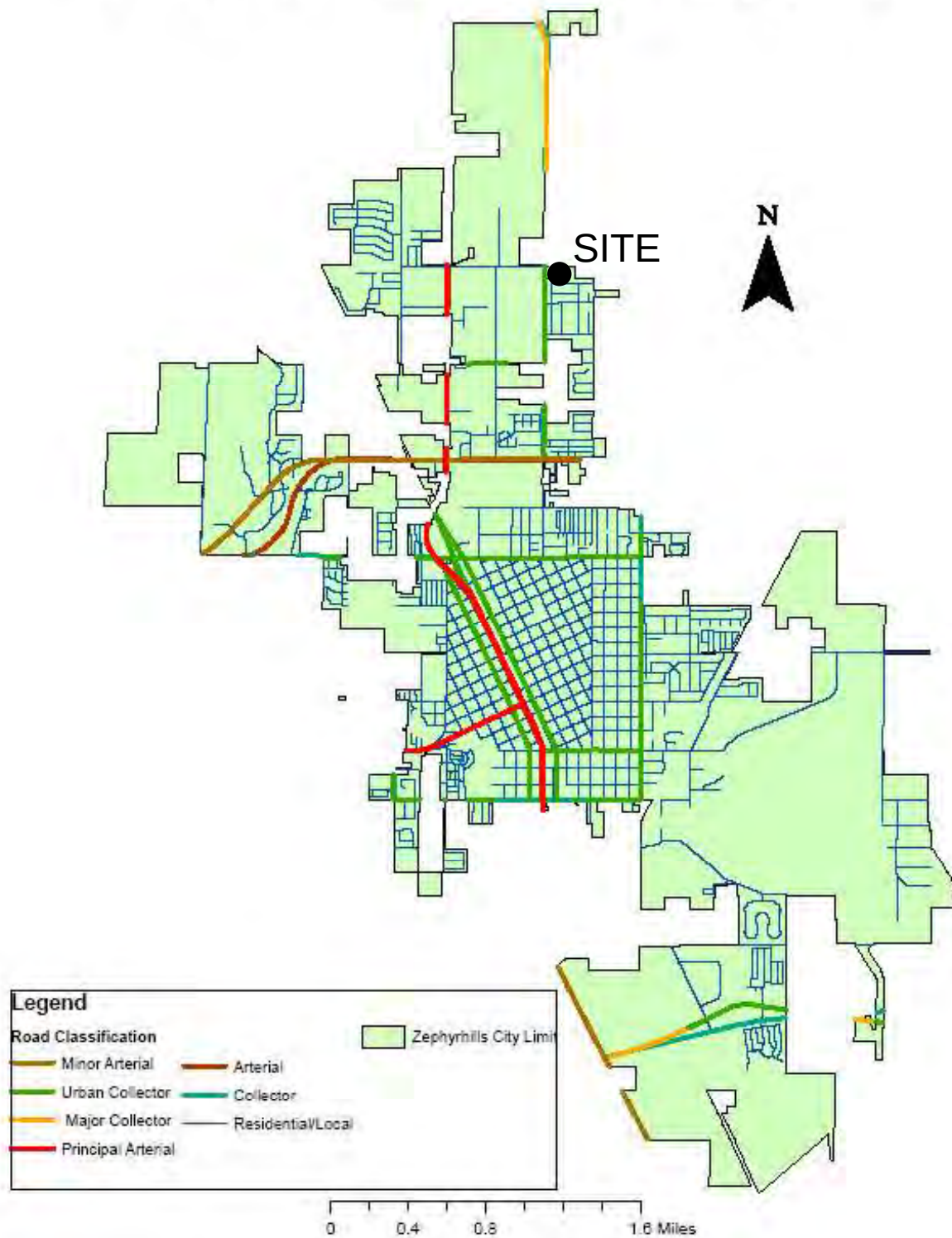


SOURCE: City of Zephyrhills, 2009.

MAP TRA-13

APPENDIX 13

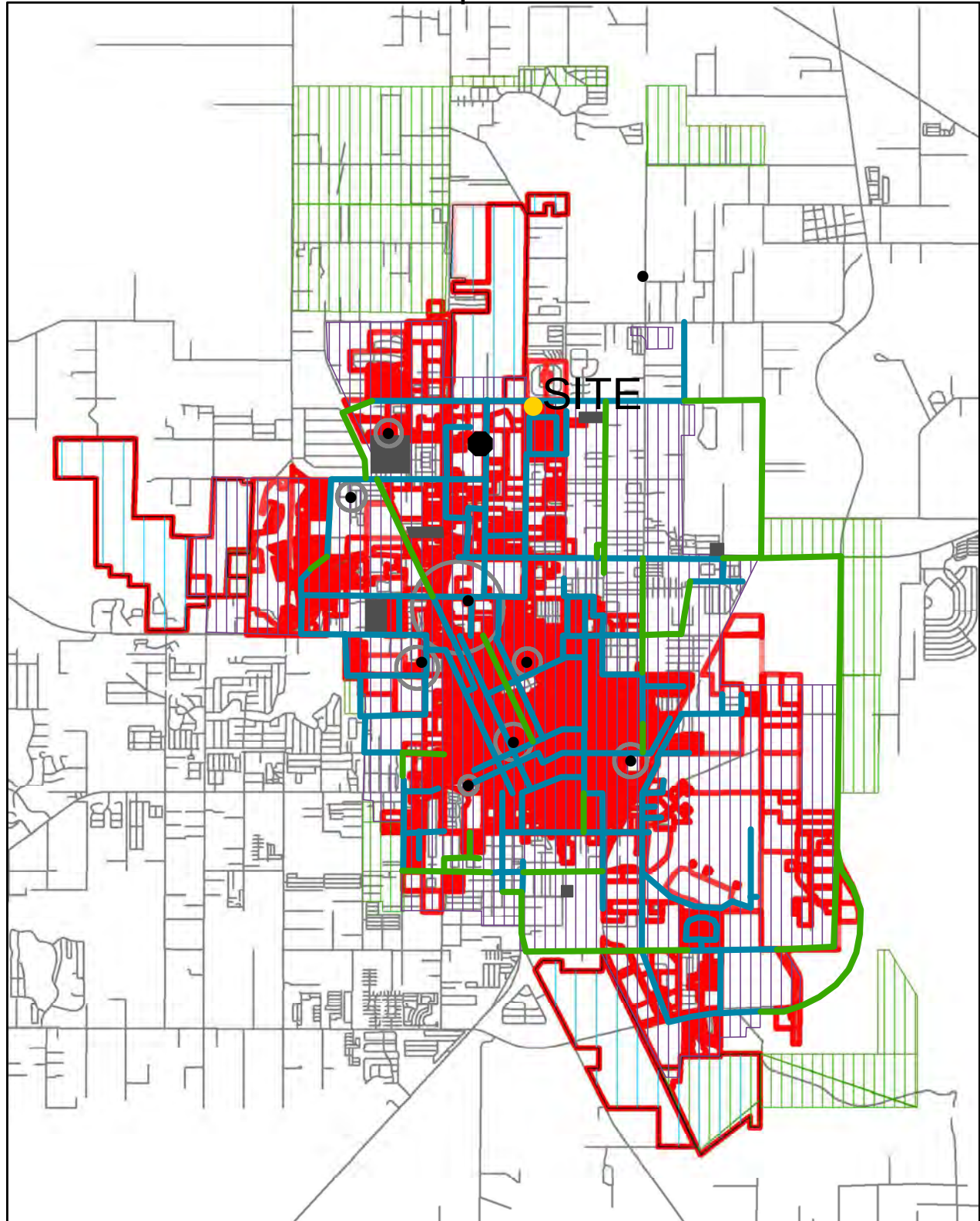
Road Classification for the City of Zephyrhills



SOURCE: City of Zephyrhills, 2009.

MAP TRA-16

Potable Water System Zephyrhills Service Area Map PF-1

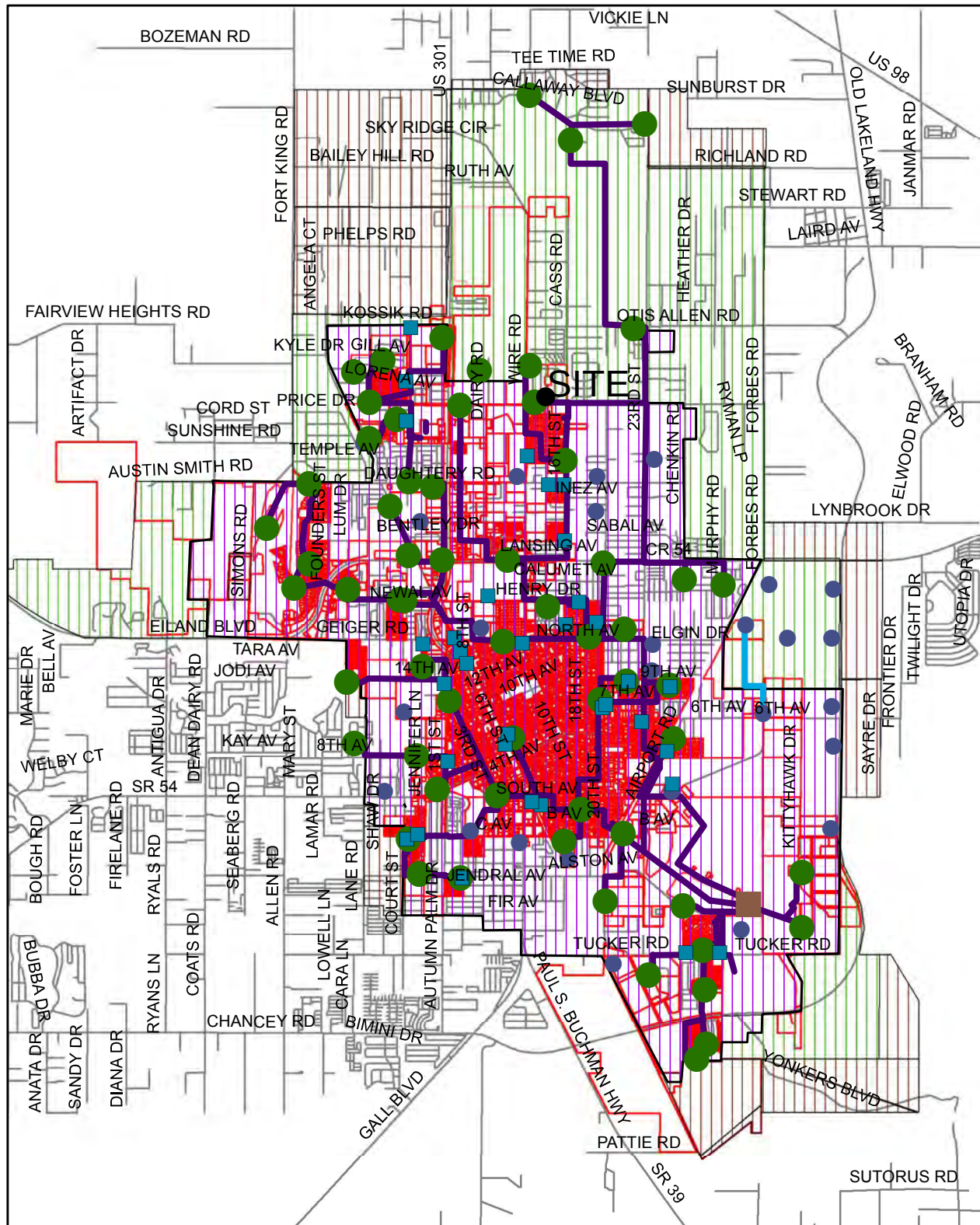
**Legend**

- wells
- future in-chamber
- storage tank
- exis in-chamber
- cone of influence
- private systems
- present svc area
- Future Service Area
- Zephyrhills City Limits-includes areas to receive Utilities from the County

0 1,150 2,300 4,600 6,900 9,200 Feet



Waste Water System Zephyrhills Area PF-2



Legend

- Percolation Pond
- treatment plant
- exist lift station
- planned lift station
- proposed force main
- force mains
- present svc area
- 2009 Zephyrhills Utility Service Area Additions/Expansion
- future svc area
- Zephyrhills City Limits-includes areas to receive Utilities from the County

0 1,150 2,300 4,600 6,900 9,200 Feet

Revised 12/23/09



5 unit house plan 20ft wide 3 bedrooms 2.5 baths and garage



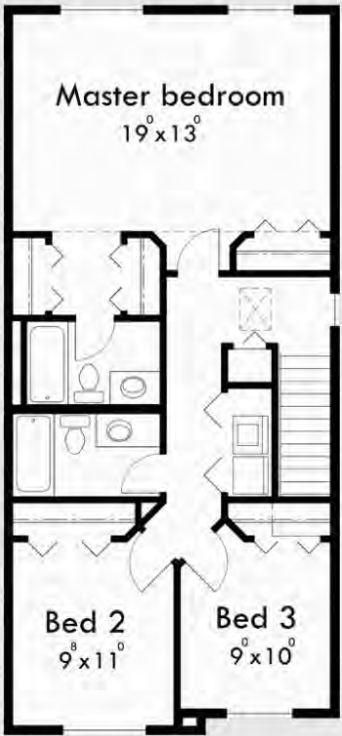
APPENDIX 19

TownHome Renderings

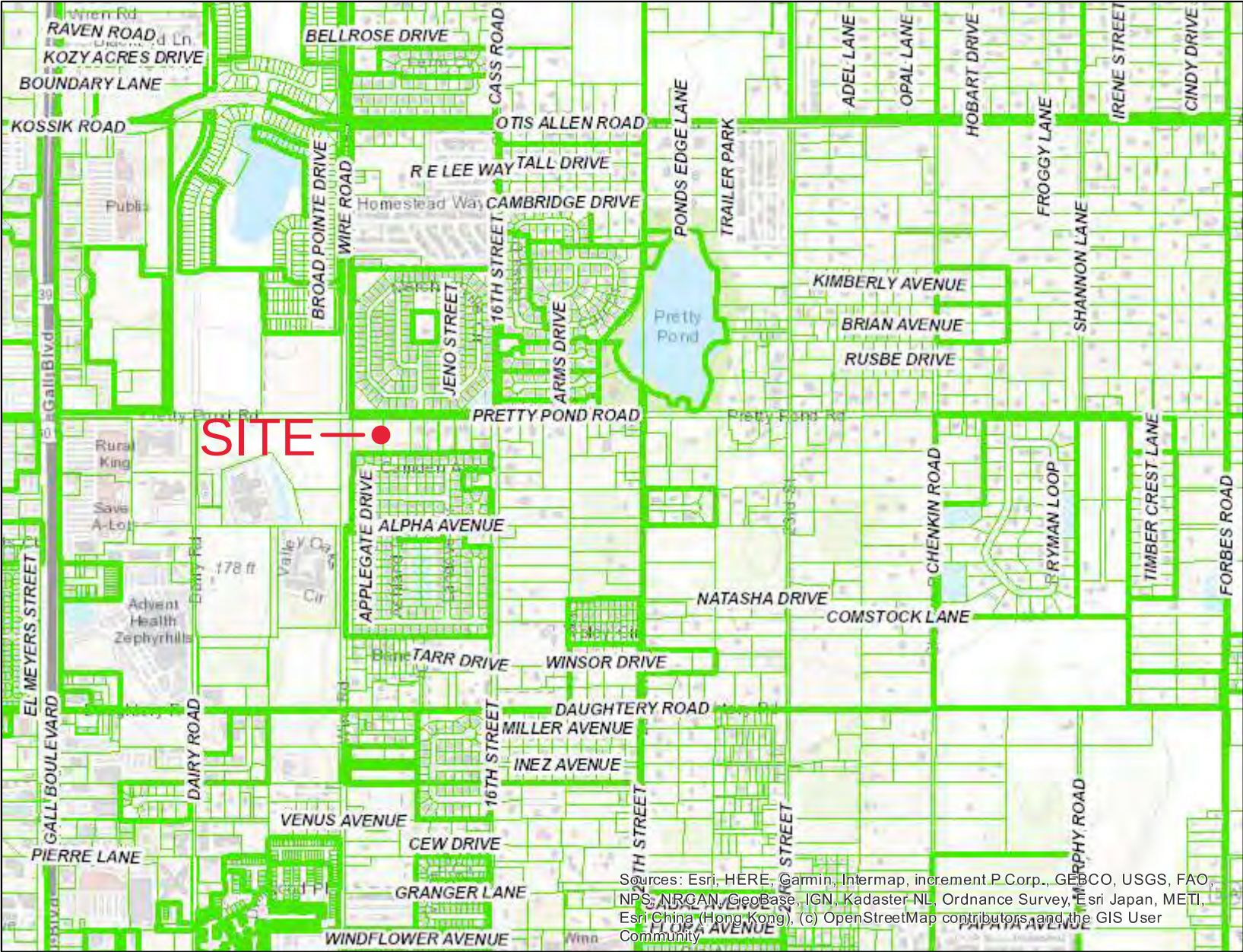
Main Floor Plan



Upper Floor Plan



Appendix 20 - Location Map



Legend

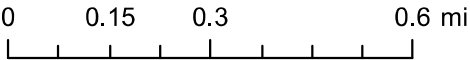
- Street (Labels)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



Mike Wells
Property Appraiser
Proudly Serving Pasco County, Florida

Pasco County Property Appraiser





**City of Zephyrhills
Planning Commission**

Council Chambers – City Hall | 5335 8th Street, Zephyrhills, FL 33542
Tuesday, June 15, 2021 | 6:00 PM

-DRAFT MINUTES-

I. ROLL CALL

Commissioners Present: David Armstrong, Beth Aker, Tracy Sullivan, Craig Cornelison

Staff Present: Todd Vande Berg – Planning Director, Rodney Corriveau – Senior Planner; and Audrey McGuire – Historic Preservation Specialist, Community Planner.

A regular meeting of the Planning Commission was called to order by Commissioner Dave Armstrong at 6:00 PM in Council Chambers of City Hall, 5335 8th Street, Zephyrhills. The meeting was held in person and via telephone/video-conferencing.

II. INVOCATION & PLEDGE OF ALLEGIANCE

Commissioner Aker delivered the invocation which was followed by the Pledge of Allegiance.

III. APPROVAL OF MINUTES

Commissioner Armstrong called for a motion. Commissioner Cornelison moved to approve the minutes as read. Motion seconded by Commissioner Aker. Motion passed unanimously.

IV. BUSINESS ITEMS

5.1 FLU/RZ-0003-21_AUTUMN PALM VILLAS

Applications for Simultaneous Review of petitions to amend the Comprehensive Plan (Small-Scale Map Amendment) and Rezone submitted by Autumn Palm Drive, LLC for approximately 9.77 acres of real property generally located on the west side of Autumn Palm Drive, between Vinson Avenue and Covered Bridge Blvd. The proposed petitions would amend the Future Land Use Classification from RS (Residential Suburban, 2.5-7.5 DU/GA) to RU (Residential Urban, 7.5-20 DU/GA) and change the zoning designation from R3 (Medium Density Residential, Max. 10.5 DU/GA) to R4 (Multi-Family Residential, Max. 20 DU/GA). Staff presented the project to the Planning Commission, stating that the applicants had previously submitted site development plans for approval by the City for 84 townhomes which were approved under the R3 zoning designation with a maximum of 10.5 DU/GA. However, discrepancies between the R3 zoning and the RS future land use classification with regards to density, and interpretation of the Land Development Code led to the request. Staff presented the staff report, noting that the proposed amendments were consistent with the city's Comprehensive Plan and Land Development Code, as well as Florida Statutes.

Susan Swift, AICP with Colliers Engineering and Design, in Tampa Florida addressed the Planning Commission on behalf of the applicants. Commissioner Aker inquired whether the project would be age-restricted to which Ms. Swift replied no. The applicants are proposing a small increase in density from 9.6 to 10.6 units per acre – staff noted that regardless of the increase, the land use and zoning

change is still necessary. The proposed changes are consistent with existing land use and densities in the surrounding area. Ms. Swift reiterated that the proposed plan was for townhomes/villas.

Commissioner Armstrong inquired about roadway improvements in the area. Staff stated that no roadway improvements to Autumn Palm were necessitated by the previous traffic study submitted to the city. Commissioner Cornelison noted that they would need a County right-of-way use permit, and staff stated that when plans were resubmitted showing the additional units, it would go back through the review process.

Staff noted that they had received questions from an abutting property owner who had concerns. Staff provided the Planning Commission with a copy of the email received and staff's response, noting that they had not heard back.

Commissioner Armstrong opened the floor for public comment. No public comment was heard.

Hearing no other discussion or questions, Commissioner Armstrong entertained a motion. Motion to approve Business Item 1 made by Commissioner Cornelison. Motion seconded by Commissioner Sullivan. Motion passed unanimously.

5.1 ANX/FLU/RZ-0005-21_TERRACE @ PRETTY POND

Applications for Simultaneous Review of petitions to amend the Comprehensive Plan (Small-Scale Map Amendment) and Rezone submitted Michael Mann for 2 parcels, combined approximating 3.81 acres and generally located at the southeast corner of Pretty Pond Road and Wire Road. Staff presented the project, stating that parcel I, approximately 1.75 acres, is currently located in unincorporated Pasco County and is an enclave proposed for annexation. Parcel II, approximately 2.06 acres, is currently located within city limits and does not require annexation – but does require land use and zoning amendments. Staff noted that the applicants are proposing to construct approximately 49 townhome units on the property and discussed the staff report, noting that the proposed amendments were consistent with the city's Comprehensive Plan and Land Development Code, as well as Florida Statutes.

Staff stated the applicants were looking at annexation of the eastern parcel (1.75 acres) with a future land use classification change from Pasco County RES-6 (Residential, up to 6 DU/GA) to City RU (Residential Urban, 7.5-20 DU/GA) and a zoning designation change from Pasco County AR to City R4 which allows up to 20 units per acre. The western parcel (2.06 acres) is currently located in the city and the applicants are proposing a future land use classification change from City RE (Residential Estate, 0-2.5 DU/GA) to City RU (Residential Urban, 7.5-20 DU/GA) and a zoning designation change from ER (Estate Residential) to R4. Applicants are proposing 12.8 total units per acre on the site. Staff noted that project was located within the Pasco County/City JPA and applicants were sent to Pasco for their review. Staff noted that the proposed land use and zoning changes are consistent with the land use and densities of the surrounding area.

Commissioner Aker stated safety concerns with existing housing developments and the lack of sidewalks along Wire Road. Staff noted that there was a multi-purpose trail on the opposite side of the roadway from the subject properties and that additional sidewalks would be added with the construction of the project. Todd Vande Berg, Planning Director addressed the Planning Commission stating that City staff has been working with the Pasco County MPO regarding sidewalks and trails in the city. The MPO will be funding studies with regards to sidewalks/trails with Wire Road being a priority. Staff noted that new city developments currently under construction will include sidewalk/trail, as well as improvements to an existing site.

Commissioner Cornelison inquired whether a site development plan had been submitted or whether they had only submitted for annexation, land use and zoning designation changes. Commissioner Cornelison noted that the site plan was not under consideration tonight and that that only the annexation, land use and zoning were being considered.

Commissioner Armstrong opened the floor for public comment. Bruce Myer of Applegate Drive, Zephyrhills addressed the Planning Commission. Mr. Myer stated his concern with the development and previous flooding issues on his property due to, what he believed to be, Crestview's existing stormwater ponds.

Amy Neidringhaus of Validus Engineering Group, Polk City addressed the Planning Commission on behalf of the applicant. She noted that she was not aware of past issues with the existing pond on Crestview's property and that stormwater ponds on the proposed project site would be designed to accommodate existing conditions and would not negatively affect existing developments. Commissioner Armstrong expressed his concerns with the flooding in the area. Ms. Neidringhaus thanked the Commission for bringing the issue to light so it could be addressed and reiterated that at no time would the intent be to compound the issue. Commissioner Sullivan inquired whether the new retention pond would help alleviate some of the existing issues. Commissioner Cornelison noted some of the history with the Crestview Ponds and noted that the engineers look at the stormwater, it should help alleviate the issues. Staff asked the applicant's engineer to look further into the issue. Staff will continue to communicate with Mr. Myer as the project moves through to the site development phase.

Commissioner Cornelison recommended approval of Business Item 5.2. Commissioner Sullivan Seconded. Discussion continued. Commissioner Aker noted her concerns with approving the petitions based in current infrastructure issues. Commissioner Cornelison stated that the land use and zoning was compatible with what was existing in the area and that the site plan issues would be handled under a separate process. Staff clarified that the petitions were for annexation, future land use and rezoning of one parcel and future land use and rezoning only of another. Commissioner Armstrong noted concerns with moving forward without drainage and sidewalks being addressed further. Staff stated that the drainage would be handled and that the site plan would not be approved without all issues being addressed. Commissioner Cornelison suggesting contacting SWFWMD directly. Staff reiterated the site development process will be handled separately by staff and the City's consultants. Commissioner Cornelison noted that they could develop the property as is allowed now without having to make additional improvements. He also noted that the proposed project should improve the issue.

Commissioner Aker moved to table Business Item 5.2 to address the stormwater issues. Commissioner Armstrong seconded the motion. Motion carried.

V. PLANNING REPORT

Todd Vande Berg, Planning Director addressed the Planning Commission and gave them a brief update on some of the projects happening in the city.

VI. ADJOURNMENT

Commissioner Armstrong adjourned the June 15th Planning Commission meeting at 6:30 PM.



ANNEXATION, FLU & REZONING

Location Map for Parcel No. 35-26-21-0010-06800-0010
1.75 acres MOL
NOTE: For Information Purposes Only



ORDINANCE NO.1426-21

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-6 TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM COUNTY AR TO CITY R4 (MULTI-FAMILY RESIDENTIAL) FOR APPROXIMATELY 1.75 ACRES OF REAL PROPERTY HAVING THE PARCEL IDENTIFICATION NUMBER 35-25-21-0010-06800-0010; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's territorial boundaries upon receipt of written consent of the land owners, together with the approval of the City Council of said Future Land Use Map amendment duly expressed by Ordinance; and

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163 and 166, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the land owner, together with the approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearings on June 15, 2021 and August 17, 2021 to consider the proposed amendment to the Comprehensive Plan and rezoning, with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, based on the recommendation of the Planning Commission to the City Council, said Council has prepared the amendment to the City's Comprehensive Plan and is hereby transmitting to the Florida Department of Economic Opportunity, Division of Community Development and such other agencies as required by Section 163.3184, Florida Statutes and recommended by the Florida Department of Economic Opportunity.

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 RU (Residential Urban) 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 R4 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 ENACTED AND ORDAINED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

Section 1. The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. This Ordinance is enacted pursuant to Chapter 163, Florida Statutes and under the home rule powers of the City.

Section 3. The following lands, lying and being situated in the City of Zephyrhills, Pasco County, Florida, to wit:

Physical Address: Not Assigned

Parcel/Tax ID No.: 35-25-21-0010-06800-0010

Legal Description:

The WEST 250.00 feet of the EAST 368.00 feet of TRACT 68, ZEPHYRHILLS COLONY COMPANY LANDS, in SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST as shown on the plat recorded in Plat Book 1, Page 55 of the Pasco County Public Records. Less the North 15.00 thereof.

1.75 acres m.o.l

The Future Land Use classification is hereby amended from County RES-6 to City RU (Residential Urban) and the zoning designation is hereby rezoned from County AR to City R4 (Multi-Family Residential) 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. This ordinance shall take effect thirty-one (31) days after adoption if no challenge is filed, and as provided in the City Charter and Chapter 163, Florida Statutes.

The foregoing Ordinance No. 1426-21 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 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1426-21 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this day of , 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1426-21 was approved by me this day of , 2021.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

BUSINESS ITEMS/PUBLIC HEARING 3.7

Transmittal to State - First Reading of Ordinance 1427-21 Terrace at Pretty Pond Parcel No. 35-25-21-0010-06800-0000 FLU and Zoning

Issue:

Ordinance No. 1427-21

Future Land Use Map Amendment & Rezoning of Parcel/Tax ID No. 35-26-21-0010-06800-0000

Background:

Subject Parcel No. 35-26-21-0010-06800-0000 (38510 Pretty Pond Road), approximately 2.06 acre of real property generally located at the southeast corner of Pretty Pond and Wire Roads, is the subject of: a) a Small-Scale Comprehensive Plan Map Amendment* to change the Future Land Use Classification from City RE (Residential Estate, 0-2 DU/GA) to City RU (Residential Urban, 7.5-20 DU/GA); and b) a Zoning Map amendment changing the zoning designation from City ER (Estate Residential) to City R4 (Multi-Family Residential).

Analysis:

The subject property is generally located at the SE corner of Pretty Pond Road and Wire Road. Land uses in the surrounding area consist of office, multi-family residential, medium-density residential and low-density residential. The proposed overall density requested by the applicants for the future construction of townhomes is 12.8 units per acre, and the allowed density of the proposed FLU of RU and zoning designation of R4 are consistent with the land uses in the area. The proposed FLUMA qualifies as a Small-Scale Comprehensive Plan Amendment (under 10 acres prior to July 1, 2021 and under 50 acres after July 1, 2021). The proposed FLUMA is consistent with Chapter 163, Part II, FS; the City of Zephyrhills Comprehensive Plan; and the Land Development Code.

The proposed rezoning is consistent with the development patterns and zoning designations in the surrounding area and will not create a "spot zone." The proposed zoning change is consistent with the proposed FLUMA, the City of Zephyrhills Comprehensive Plan, Land Development Code and City Code of Ordinances. The requested zoning changes are not anticipated to create a situation of premature development based on the development patterns in the general vicinity and utility infrastructure is available to the site.

Per the City and County's Joint Planning Agreement, Pasco County has reviewed the application and found the request to be consistent with the City's Comprehensive Plan and existing uses in the surrounding area. Pasco County does not object to the proposed future land use/zoning amendments.

Attachment(s):

1. Terrace at Pretty Pond Staff Report
2. Map_FLU & Rezoning (0000)
3. Ordinance 1427-21 FLU and ZONING Terrace At Pretty Pond 0000-City

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the proposed FLUMA and Rezoning.

The Planning Commission recommended approval of the proposed FLUMA and Rezoning with the condition that as the project moves through to the development plan phase, staff works with the applicants and surrounding property owners to address existing off-site stormwater concerns in the area and provide the Commission with updates.

STAFF REPORT

RE: ANX | FLU | RZ-0005-21
Terrace @ Pretty Pond Townhomes – Annexation, FLUMA & Rezoning

DATE: August 23, 2021

I. BACKGROUND & INFORMATION

A. Site Information

Property Owner:	Florentino Palas & Elizabeth Q Palas Trustees of the Elizabeth Q Palas Inter Vivos Revocable Trust 702 Kingswood Loop Brandon, FL 33511-7012	
Applicant:	Michael Mann 2336 Heritage Lakes Drive Lakeland, FL 33803	
Parcel Information:	11-26-21-0010-06800-0000	11-26-21-0010-06800-0010
Acreage:	2.06 acres MOL	1.75 acres MOL
Current Jurisdiction:	City of Zephyrhills	Pasco County
Existing Future Land Use:	RE (Residential Estate, 0-2 du/ga)	RES-6 (Residential, 6 du/ga)
Proposed Future Land Use:	RU (Residential Urban, 7.5-20 du/ga)	
Existing Zoning:	ER (Estate Residential)	AR (Agriculture)
Proposed Zoning:	R4 (Multi-Family Residential)	

B. Application Summary

Applications for SIMULTANEOUS REVIEW of petitions to annex, amend the Comprehensive Plan (Small-Scale Map Amendment) and Rezone submitted by Micheal Mann for 2 parcels, combined approximating 3.81 acres, generally located at the southeast corner of Pretty Pond Road and Wire Road, for the future construction of townhomes.

Sub0ject Parcel 11-26-21-0010-06800-0000 (generally located at the SE corner of Pretty Pond and Wire Roads) is currently within the jurisdictional boundaries of the City of Zephyrhills and is the subject of a Small-Scale Comprehensive Plan Map amendment to change the Future Land Use Classification from City RE (Residential Estate, 0-2 du/ga) to City RU (Residential Urban, 7.5-20 du/ga); and a Zoning Amendment, changing from City ER (Estate Residential) to City R4 (Multi-Family Residential).

Subject Parcel 11-26-21-0010-06800-0010 (generally located +/- 280 feet east of the intersection of Pretty Pond and Wire Roads) is currently within the jurisdictional boundaries of Pasco County and is considered an ENCLAVE as it is bordered to its north, south, east and west by properties located within the City of Zephyrhills. Said property is the subject of an application for annexation; a Small-Scale Comprehensive Plan Map amendment to change the Future Land Use classification for Pasco Count RES-6 (Residential, 6 du/ga) to City RU (Residential Urban, 7.5-20 du/ga); and a Zoning Amendment changing from Pasco County AR (Agricultural) to City R4 (Multi-Family Residential).

C. Previous Action

1. Site Plan Review Committee

Applications were presented at the May 18, 2021 Site Plan Review Committee Meeting with a staff recommendation of approval.

2. Planning Commission (1)

Applications were presented at the June 15, 2021 Planning Commission meeting. The item was **tabled** due to concerns with nearby Alpha Village and Crestview's stormwater ponds and previous flooding. The Planning Commission asked staff and the applicant's engineer to look into the issue.

3. Planning Commission (2)

Applications were brought back to the August 17, 2021 Planning Commission meeting. The Planning Commission recommended approval of the annexation, comprehensive plan amendments, and rezonings.

D. Pasco County Review

Per the City and the County's Joint Planning Agreement, Pasco County has reviewed the application and found the request to be consistent with the City's Comprehensive Plan and existing uses in the surrounding area. Pasco County does not object to the annexation or proposed future land use/zoning amendments.

II. DATA & ANALYSIS

A. Character Analysis

The Subject Properties are generally located at the SE corner of Pretty Pond and Wire Roads. Land uses in the surrounding area consist of office, multi-family residential, medium-density residential and low-density residential. The proposed density of the applicants at 12.8 units per acre, and the allowed density of the proposed FLU and zoning designation are consistent with land uses in the area. The construction of townhomes, as proposed, is compatible with the area.

East Property directly to the east of the subject property is zoned ER.

West Property directly to the west of the subject parcels across Wire Road have a Future Land Use Classification of MU (Mixed Use, up to 20 du/ga) and is zoned PUD. Property to the southwest is zoned OP (Office Professional), and there is an existing multi-family residential complex with a zoning of R4 (multi-family residential, up to 20 du/ga) further to the southwest.

North Northeast of the subject property, is undeveloped land with a Future Land Use Classification of RU (Residential Urban, 7.5-20 DU/GA) and a zoning designation of R4; the Zephyr Lakes (Abbott Park) development which contains 500+ single-family units on a mix of 40-60 foot lots and a small portion slated for multi-family or townhomes. Directly north from the subject properties is the Crestview development containing single-family residential homes on a mix of 50 and 60 foot lots.

South Properties south of the subject properties are existing single-family homes within the Alpha Village community zoned R2 (Single-Family Residential, up to 5 du/ga).

B. Compatibility Analysis

Annexation

The proposed annexation of Subject Property 11-26-21-0010-06800-0010 (1.75 acres) is consistent with the criteria of Chapter 171.043, FS and is located within the City/County Joint Planning Area (JPA) and the City's Utility Service area. The inclusion of said property will remedy an existing ENCLAVE in the area.

Small-Scale Comprehensive Plan Amendment –Future Land Use Map Amendment (FLUMA)

The proposed FLUMA for both subject properties combined qualifies as a Small-Scale Comprehensive Plan Amendment (under 10 acres prior to July 1, 2021 and under 50 acres after July 1, 2021) and does not require transmittal to the State Department of Economic Opportunity (DEO). The proposed FLUMA is consistent with Chapter 163, Part II, FS; the City of Zephyrhills Comprehensive Plan; and the Land Development Code.

Applicants are request to change the FLU classification of Subject Parcel 11-26-21-0010-06800-0000 (2.06 acres) from City RE (Residential Estate, 0-2 du/ga) to City RU (Residential Urban, 7.5-20 du/ga); and Subject Parcel 11-26-21-0010-06800-0010 (1.75 acres) from Pasco County RES-6 (Residential, 6 du/ga) to City RU. *RU is the logical classification for properties expecting anywhere between 7.5 and 20 DU/GA.*

The subject properties are located at the SE corner of Pretty Pond and Wire Roads. Both Pretty Pond and Wire Roads are owned/maintained by Pasco County. The property is de-minimus and will not require a full traffic study but will be required to do a traffic impact analysis to determine whether turn lanes and intersection improvements are necessary. Estimated impacts are 25 PM Peak Hour trips per day.

The proposed changes are consistent with the goals, objectives and policies of the City of Zephyrhills 2025 Comprehensive Plan; and are consistent and compatible with the land use and development trends of the surrounding area.

Rezoning

The proposed zoning changes are consistent with the development patterns and zoning designations in the surrounding area and will not create a “spot zone.” The proposed zoning changes are consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code and City Code of Ordinances. The requested zoning changes are not anticipated to create a situation of premature development based on the development patterns in the general vicinity and utility infrastructure is available to the site.

Applicants are requesting to change the zoning designation of Subject Parcel 11-26-21-0010-06800-0000 from City ER (Estate Residential) to City R4 (Multi-Family Residential); and Subject Parcel 11-26-21-0010-06800-0010 from Pasco County AR (Agricultural) to City R4 (Multi-Family Residential) for the future construction of approximately 49 townhome units – proposed density threshold of 12.8 du/ga.

R4 is the logical classification for townhomes and for properties expecting anywhere between 7.5 and 20 du/ga.

C. Natural & Historic Resources

The following site characteristics are provided:

1. Soil Types

Arredondo Fine Sand with 0-5% slope (3.0 acres or 81.8% of subject property) and 5-8% slope (0.8 or 18.2% of subject property).

2. Flood Plain

The subject parcels lie within FEMA Flood Zone “X” and are outside the 100-year flood zone. It has been brought to staff and the applicant’s attention that issues surrounding the Crestview and Alpha Village stormwater ponds must be addressed with regards to flooding.

3. Stormwater

The stormwater system will be designed to provide storage and treatment of runoff as required by state/local jurisdictions. It is anticipated that a dry-retention pond will be utilized on the southern end of the properties.

4. Wetlands/Water Bodies

No wetlands or waterbodies have been found to be present on the site.

5. Historic | Archaeological Resources

The subject parcels are located outside the Zephyrhills Historic District and are not projected to impact any identified historic resources. If archaeological resources are found onsite during

development, notification should be made to the City and the Florida Department of Historical Resources.

6. Natural Resources

Land Resources Consultants, LLC provided a report on behalf of the applicants and found no indication of protected species or critical habitats. The site was found to be suitable habitat for Gopher Tortoise – however, no tortoise or burrows were observed on site. If resources, such as tortoise, burrowing owls, etc. are found on site during future development of the property, a full report and mitigation and/or relocation plan shall be submitted to the city.

D. Public Service Analysis & Impact

1. Police

Projected service demand is within satisfactory limits for future development of the site proposed for townhome units at 12.87 du/ga. Areas further to the east are within unincorporated Pasco County and both City/County properties receive regular patrol.

2. Fire Services

Projected general fire service demand is within satisfactory limits for future development of the site and proposed for townhome units at 12.87 du/ga. Adequate Fire/EMS service is provided by Pasco County.

3. Potable Water

City potable water service is available to the subject properties. Projected general water service demand provided by the applicants for a maximum of 20 du/ga is 300 gallons per day (gpd) x 76.2* units = 22,860 gpd, for an overall impact of +21,000 gpd based on existing land use designations. Initial coordination with the City has begun and sufficient capacity exists within the current water use permit. **PLEASE NOTE: The applicants are only proposing 49 units (12.87 du/ga = total of 14,700 gpd expected.*

4. Sewer

City sewer services are available to the subject properties. Projected general service demand provided by the applicants for a maximum of 20 du/ga is 200 gallons per day (gpd) x 76.2* units = 15,240 gpd for an overall impact of +14,066 gpd. Initial coordination has begun with the City. **PLEASE NOTE: The applicants are only proposing 49 units (12.87 du/ga) = total of 9,800 gpd.*

5. Sanitation

Future development will be required to utilize City Sanitation Services. The City collaborates with Pasco County for use of their landfill sites.

6. Transportation

Access to the project is proposed on Wire Road – however; staff have indicated the preferred access point to be on Pretty Pond to the east side of the Subject Parcels (this will be further reviewed). The project is de-minimus and will not be required to conduct a full traffic study. Turn lane and intersection improvement analysis will be required. Currently the project is estimated at 25 PM Peak Hour trips per day.

7. Schools

Staff have forwarded the application to Pasco County School Board for impact/concurrency review. Pasco County School Board planners had no objects and anticipated impacts are provided in the justification report.

E. Comprehensive Plan Analysis & Verified Applicant Response

IMPLEMENTATION

GOAL LU-1: To achieve economically diversified tax bases 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.

Response: ***"The Terrace at Pretty Pond will complement the residential character of the City of Zephyrhills while providing an additional option for those looking for a home with less maintenance. The proposed development provides further benefit to the City of Zephyrhills by increasing the tax base."***

LAND DEVELOPMENT REGULATION

OBJ. 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 goal and consistent with this adopted plan.

POLICY LU-1-1-1: The City shall continue to enforce land development regulations to ensure orderly development that, at a minimum, contains 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 by designating appropriate activities and land uses within well-head protection areas and environmentally sensitive lands;
- i. Provision of mixed-land use designations, such as recreation... in residential areas; and
- j. Discourage the proliferation of urban sprawl.

Response: ***"The Terrace at Pretty Pond will ensure each of the above items are addressed as part of the site development/construction plans that will be submitted to all applicable government agencies. Urban sprawl will not be created by the proposed development. The proposed development is located on 2 parcels that are uniquely situated between 2 subdivisions with relatively high densities. The goal of the developer is to provide a townhome community that will meet the demands of a varied age group, ranging from young adults to senior citizens who are looking for a more maintenance-free lifestyle."***

RESIDENTIAL DEVELOPMENT

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

Response: *"The Terrace at Pretty Pond will complement the quality of life within the surrounding communities. The proposed development will not interfere with the integrity of the established neighborhoods in the area."*

POLICY LU-1-2-1: Residential development shall be consistent with the following residential density categories:

...b. 7.5-20 units/gross acre.

Response: *"The Terrace at Pretty Pond will contain a density of 13 dwelling units per gross acre and falls within the range criteria of the RU Future Land Use Category requested in the application."*

POLICY LU-1-2-2: Existing residential areas shall be protected from incompatible activities. Other land users shall also be protected from the encroachment of incompatible residential activities.

Response: *"The Terrace at Pretty Pond is a proposed development that will provide compatibility with the existing residential areas and will serve as a transition between varying residential densities."*

POLICY LU-1-2-3: The location and extent of residential land uses shall be in accordance with the Future Land Use Map and the descriptions of types, sizes, and densities of land uses contained in this element.

Response: *"The Terrace at Pretty Pond complies with the requirements of the Future Land Use Map, its categories, and its established development pattern for this area. The area being annexed is currently classified as RES-6 by Pasco County. The City's request via the accompanying RU category is compatible."*

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

Response: *"The Terrace at Pretty Pond is compatible with the existing future land use categories, surrounding zoning districts and the established development pattern of the area."*

I. RECOMMENDATION

A. Staff

Based upon the above and ongoing analysis, Staff recommends approval of the petitions for Annexation, Future Land Use Map amendments, and Rezoning.

B. Planning Commission

At the August 17, 2021 meeting, Planning Commission voted to recommend approval of the petitions for Annexation, Future Land Use Map amendments and Rezoning as presented, with the condition that the Commission be given periodic updates on the Crestview and Alpha Village stormwater issues.

JUSTIFICATION REPORT

THE TERRACE AT PRETTY POND

PROJECT DESCRIPTION

The Terrace at Pretty Pond is a 49-unit townhome development located in the northeastern portion of the City of Zephyrhills. Two separate parcels are included in this three-fold application process. Parcel 35-25-21-0010-06800-0000 is located within the City of Zephyrhills and Parcel 35-25-21-0010-06800-0010 is located within unincorporated Pasco County. The Pasco County parcel is proposed for annexation into the City of Zephyrhills. The subject parcels are generally located in the southeastern portion of Pasco County and the northeast portion of the City of Zephyrhills (Appendix 1 – City of Zephyrhills Boundary). More specifically, The Terrace at Pretty Pond will be located in the southeast corner of the intersection of Pretty Pond Road and Wire Road (Appendix 2 & 2A - Aerial).

This three-part concurrent development application will provide for annexation of the Pasco County parcel, a comprehensive plan amendment for both parcels, and a rezoning of both parcels.

Existing Parcel Information

PARCEL ID:	35-25-21-0010-06800-0000	35-25-21-0010-06800-0010
ACREAGE:	2.06	1.75
REQUESTED USE:	Townhomes	Townhomes
CURRENT USE:	Vacant/Undeveloped	Vacant/Undeveloped
ZONING DISTRICT:	City ER	Pasco County AR
FUTURE LAND USE CLASSIFICATION:	City RE	Pasco County RES-6
SPECIAL DISTRICTS:	N/A	N/A

The subject property for both the City of Zephyrhills and Pasco County are vacant and undeveloped.

PROPOSED DEVELOPMENT

The proposed development requests approval for a 49-unit, single-family townhome subdivision. The lots will be generally 19 feet wide by 50 feet deep. The site plan submitted with this application has been prepared with professional services from Hillsborough Surveying, Validus Engineering Group, LLC, and Land Resource Consultants, LLC.

As proposed, a three-part concurrent development application requires three actions by the City of Zephyrhills. The first is an annexation for Parcel 35-25-21-0010-06800-0010 along with a Comprehensive Plan amendment and a Rezoning application. A pre-application meeting with the City of Zephyrhills was held on January 6, 2021.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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 Terrace at Pretty Pond will complement the residential character of the City of Zephyrhills while providing an additional option for those looking for a home with a less maintenance. The proposed development provides further benefit to the City of Zephyrhills by increasing the tax base.

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.*

Policy 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 by designating appropriate activities and land uses within well head protection areas and environmentally sensitive land;*
- i. Provision of mixed land use designations, such as recreation in residential area; and*
- j. Discourage the proliferation of urban sprawl.*

The Terrace at Pretty Pond will ensure each of the above items are addressed as part of the construction plans that will be submitted to all applicable government agencies. Urban sprawl will not be created by the proposed development. The proposed development is located on two parcels that are uniquely situated between two subdivisions with relatively high densities. The goal of the developer is to provide a townhome community that will meet the demands of a varied age group, ranging from young adults to senior citizens who are looking for a more maintenance free lifestyle. Open space will be provided to residents for recreational purposes and gatherings.

Residential Development

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

The Terrace at Pretty Pond will complement the quality of life within the surrounding communities. The proposed development will not interfere with the integrity of the established neighborhoods in the area.

Policy LU-1-2-1: *Residential development shall be consistent with the following residential density categories:*

. . .b. Residential Urban – 7.5 to 14.0 units/gross acre;

The Terrace at Pretty Pond will contain a density of thirteen dwelling units per acre and falls within the high range criteria of the RU Future Land Use category requested in this application.

Policy LU-1-2-2: *Existing residential areas shall be protected from incompatible activities. Other land users shall also be protected from the encroachment of incompatible residential activities.*

The Terrace at Pretty Pond is a proposed development that will provide compatibility with the existing residential areas and will serve as a transition between varying residential densities.

Policy LU-1-2-3: *The location and extent of residential land uses shall be in accordance with the Future Land use Map and the descriptions of types, sizes, and densities of land uses contained in this element.*

The Terrace at Pretty Pond complies with the requirements of the Future Land Use Map, its categories, and the established development pattern of this area. The area being annexed is currently classified as RES-6 by Pasco County. The City's request via the accompanying RU category is compatible.

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

The Terrace at Pretty Pond is compatible with the existing future land use categories, surrounding zoning districts and the established development pattern of the area.

CONSISTENCY WITH 171.043, F.S.

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).

Subsection 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.

Parcel 35-25-21-0010-06800-0010 is contiguous to the City of Zephyrhills. The abutting parcel is located within the City of Zephyrhills. No portion of the parcel will be included within the boundary of another incorporated municipality upon annexation approval.

Subsection 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.

The Terrace at Pretty Pond will be developed for urban purposes by providing for a total resident population equal to at least two persons for each acre of land included within its boundaries.

Subsection 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).

The Terrace at Pretty Pond can be serviced without the extension of water and / or sewer lines through a sparsely developed area.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE AND CITY ORDINANCES

The Terrace at Pretty Pond will be designed and permitted consistent with the City of Zephyrhills Land Development Code and applicable City Ordinances.

ANNEXATION

The accompanying annexation application includes a total of 1.75 acres located in unincorporated Pasco County. The northern boundary of the annexed property abuts Pretty Pond Road. The annexed property will be joined with the property immediately to the west, that is currently within the City of Zephyrhills city limits. The applicant believes that the annexation of this parcel is reasonable and meets the legal requirements for inclusion into the City of Zephyrhills.



SURROUNDING FUTURE LAND USE

A comprehensive plan amendment is also included in this three-part application process. Annexing Parcel 35-25-21-0010-06800-0010 into the City of Zephyrhills will allow for a future unified development of the proposed residential project, matching the Future Land Use designations both to the north and to the south of these parcels. Upon approval, this request will assign the entire tract into the Residential Urban (RU) future land use category for the City of Zephyrhills. The RU classification purpose is to recognize properties that are appropriate to be developed in a suburban, high density manner. It also recognizes that such areas are well-suited for residential uses typical of suburban, non-intensive qualities. The RU category also provides for development consistency between the densely developed RS areas to the north and to the south of these two parcels. The density range in RU is 7.5 to 14.0 dwelling units per gross acre.

It can be noted that the Pasco County parcel currently has a designated Future Land Use RES-6 as listed on Pasco County's Comprehensive Plan Map (Appendix 3 – FLU).

ZONING ANALYSIS

An application to rezone both Parcel 35-25-21-0010-06800-0000 and Parcel 35-25-21-0010-06800-0000 to R-4, Multi-Family Residential is the final application to run concurrently with this three-part application request. Currently, the parcel located within the City of Zephyrhills is zoned ER, Estate Residential. The parcel located within Pasco County is zoned AR, Agricultural Residential.

The requested R-4, Multi-Family Residential District, permits a density range of up to 20 units per gross acre with a maximum of 75% impervious area. The increase in density provides for greater land use compatibility. The proposed development located in the northwest quadrant of the Pretty Pond Road / Wire Road intersection was approved for a 168-unit, residential rental community on twelve acres. An existing Planned Unit Development, PUD, is located to the immediate north of The Terrace at Pretty Pond proposed development. Alpha Village Estates is an R-2 zoned development abutting the proposed development to the south. The proposed R-4 zoning would allow for a compatible transition between the varying zoning districts. In general, the properties to the northwest and west of the proposed development are zoned as PUD.

Public services provided by the City of Zephyrhills are available to service the proposed townhomes.

The future job growth for Pasco County exceeded the national average prior to the unprecedented changes that occurred during the COVID-19 pandemic, providing for a market demand in this area. Coupled with the expanding highway infrastructure and rapid expansion of private healthcare services and retail services, east Pasco County is ripe for development.

The Table below provides a summary of the parcels contained in the three-part application request:

Parcel ID	Current Political Jurisdiction	Current FLU Category	Proposed FLU Category	Current Zoning District	Proposed Zoning District
35-25-21-0010-06800-0000	City	RE	RU	ER	R-4
35-25-21-0010-06800-0010	County	RES-6	RU	AR	R-4

In summary, the proposed density for 49 townhomes is fully compatible with the established zoning area and established uses within the neighborhood. Once approved by the completed annexation, comprehensive plan amendment, and rezoning process, The Terrace at Pretty Pond will comply with the City of Zephyrhills Land Development Code and adopted ordinances. Its development will be consistent with the surrounding area, future land use categories of the comprehensive plan, the established area zoning, and the existing development pattern of the area (Appendix 4 – Zoning).

LOCAL DEVELOPMENT PATTERN

Much of the surrounding area either has homes already established or has proposed homes to be constructed in the future.

- To the immediate north, across Pretty Pond Road, is Crestview Hills, a development consisting of single-family detached homes that are accessed from Pretty Pond Road.

- To the immediate south is Alpha Village Estates, a development consisting of single-family detached homes. Alpha Village Estates is accessed from both Wire Road and 16th Street.
- The property abutting the immediate western boundary of the proposed development is a 30' strip of unimproved right-of-way owned by the City of Zephyrhills Per Pasco County Property Appraiser.
- Northwest of the proposed development, in the northwest quadrant of the Wire Road / Pretty Pond Road intersection, is an unimproved parcel, owned by Pretty Pond Investors, LLC.
- Due west, across Wire Road, is an undeveloped property owned by Adventist Health System. Access to this parcel does not appear to be determined at this time.
- To the immediate east is a single-family dwelling with access along Pretty Pond Road.



PREMATURE DEVELOPMENT ANALYSIS

The Terrace at Pretty Pond, consisting of 49 townhomes, will not create premature development. The proposed development is located amidst a variety of developed uses that provide functional, convenient, and necessary infrastructure. There are numerous residential uses within close proximity, as well as, health care, commercial retail, educational facilities, worship opportunities, and, within a short commute, governmental offices and an airport. The Terrace at Pretty Pond will blend with the established residential development pattern within the immediate area and will complement the existing neighborhoods with yet another option of for those desiring to live in the City of Zephyrhills.

UTILITY REPORT

POTABLE WATER

While an R-4 zoning will allow for 76 units, the proposed townhome development is anticipating only 49 units in this location. With a maximum density of 76 units, there will be a demand of 300 gallons per day (gpd) per dwelling unit impact on the existing city water supply. The estimated demand was determined from the City of Zephyrhills Comprehensive Plan's Level of Service requirements for the distribution of potable water.

An existing 12" water main is located along the south side of Pretty Pond Road. After a conversation with Mr. CJ Funnell, the Superintendent of Water, it appears there is adequate capacity for the incorporation of 49 townhomes. Detailed connections will be identified as part of the engineering and permitting process. (Appendix 14 – Potable Water System Zephyrhills Service Area Map PF-1)

FIRE PROTECTION

An existing fire hydrant is located in the southwest corner of the Pretty Pond Road / Wire Road intersection. However, because the existing hydrant is located along the opposite side of the roadway, the proposed development will incorporate a new hydrant along Pretty Pond to service the fire protection needs of the proposed townhome community. (Appendix 15 – Fire Pressure for Hydrant ID #1224 & #1225)

WASTEWATER

While an R-4 zoning will allow for 76 units, the proposed townhome development is anticipating only 49 units in this location. The proposed density of 76 units will generate 200 gallons per day per dwelling unit (gpd/du) of wastewater. The sanitary sewer sub-element of the City's Comprehensive Plan contains a level of service requirement for collection and treatment of 200 gpd/du during Peak Daily Flow with an average daily flow of 168 gpd/du.

An existing 4" sanitary sewer force main is located along the western portion of the proposed development along Wire Road. After a conversation with Mr. John Bostic, the Director of Utility Capacity, it appears there is adequate capacity to incorporate the proposed 49 townhome development. Since the existing line is pressurized, the proposed development will include a privately maintained lift station to service the townhome community. The lift station design will be detailed during the engineering and permitting review process. (Appendix 16 – Wastewater System Zephyrhills Area PF-2)

PRIVATE UTILITIES

Electricity

The public utility provider for the City of Zephyrhills is Duke Energy. Duke provides services to Zephyrhills, south Central Pasco and some miscellaneous smaller areas within unincorporated Pasco County. Duke reportedly has the capacity to service the subject property. The developer will be required to coordinate service connections with Duke and the City of Zephyrhills during construction.

Telephone / Television / Internet Service Providers

There are numerous providers for communication services in the general vicinity. As such, adjacent neighbors may have differing customized services to meet their individual family's needs.

SUITABILITY ANALYSIS

The Terrace at Pretty Pond is located on one of the remaining vacant acreages in the area surrounding the intersection of Wire Road and Pretty Pond Road. Currently, these parcels are surrounded by a variety of residential uses as well as a medical facility for rehabilitation. The proposed residential use with 49 townhomes will provide for a consistent density while also adding variety to potential property owners wanting to move into the area. It will utilize existing infrastructure, provide additional housing opportunities into the City of Zephyrhills, and blend with existing development in the vicinity. This development is considered appropriate for a continuation of single-family residential development already established in this area.

PUBLIC FACILITIES

Fire Protection and Emergency Management Services

Pasco County Fire Station No. 29 is located at 6907 Dairy Road. Pasco County Fire Station No. 29 is located less than one mile from the subject property as you travel south along Wire Road, then west on Daughtery Road, and then south on Dairy Road.

Law Enforcement

The subject property will be served by the City of Zephyrhills Police Department. Following annexation, the property in its entirety will be located within the city limits. The Pasco County Sheriff's Office actively patrols this area, as well. In the event of needed emergency support within the jurisdictions of either of these agencies, both agencies are able to respond to offer assistance.

The Zephyrhills Police Station is located at 6118 8th Street, a distance of less than two miles from the subject property.

Hospital and Health Facilities

Residents in the proposed development will be served primarily by the Advent Health Zephyrhills Hospital, located at 7050 Gall Boulevard. The location of Advent Health Zephyrhills Hospital is approximately one mile from the proposed townhome community.

There are numerous private physician offices with specialty services in the City of Zephyrhills. Additionally, walk-in urgent care clinics are available that can serve medical needs on an as-needed basis for the convenience of area residents. Most all are within an acceptable short driving distance from the proposed development and the hospital.

EDUCATION

Public education for the City of Zephyrhills is provided by the Pasco County School Board. The proposed project will be served by the following schools:

School Name	Address	% of Capacity
Woodland Elementary	38203 Henry Drive	81%
Raymond B. Stewart Middle	38505 10 th Avenue	88%
Zephyrhills High School	6335 12 th Street	76%

Current public school capacity information was provided by Pasco County School Board, Mr. Zack Goodfield. From our conversation with Mr. Goodfield, all three schools appear to have adequate capacity to serve the proposed townhome project.

From the Public School Facilities Element, Table PSF-12 Pasco County Student Generation Rates, the results indicated are demonstrated below for the Single Family category:

Proposed Maximum Development	49 units x 0.17 =	9 Elementary School
	49 units x 0.08 =	4 Middle School
	49 units x 0.11 =	<u>6 High School</u>
	Total =	19 Students

RECREATION

The City of Zephyrhills and east Pasco County provide for an incredible variety of recreational opportunities within close proximity of the proposed townhome development. (Appendix 5 – Recreation Sites Zephyrhills Area REC – 1)

Waterplay At Zephyr Park – 5039 4th Street

WaterPlay provides kids with 7,000 square feet of spray ground, featuring fountain jets, falling buckets of water, water-shooting arches, and soaker cannons. This park is located just over 3 miles from the proposed townhome development.

Pin Chasers – 6816 Gall Boulevard

Pin Chasers is bowling alley that also provides summer camps for kids. Pin Chasers is located just under 2 miles from the proposed townhome development.

Veterans Memorial Park – 39299 3rd Avenue

Veteran's Memorial Park is a 10 acre, open, passive park that features an unsupervised BMX track, open play area, and a 2,000 linear foot asphalt bicycle / pedestrian path complete with trees and benches. This park was dedicated in 2001 to the past, present, and future Veterans of the United States Armed Forces. The Veterans Memorial Park is located just under 3 miles from the proposed townhome development.

Zephyrhills Cinema 10 – 6848 Gall Boulevard

The Zephyrhills Cinema 10 movie theater is located just over one mile from the proposed townhome development.

Hercules Aquatic Center – 38110 CR 54

The Hercules Aquatic Center provides for a public swimming pool that is located approximately 1.6 miles from the proposed townhome development.

Zephyrhills Skate Park – Alston Avenue and 20th Street

The Zephyrhills Skate Park addresses the need that many cities and counties faced in recent years to provide a facility for skate boarders to practice their skills as well as develop new ones in a safer environment than public sidewalks and streets. The Zephyrhills Skate Park is located 3.5 miles from the proposed townhome development.

Krusen Park – Alston Avenue and 20th Street

Krusen Park contains baseball and softball diamonds, BBQ grills, picnic tables, basketball park, football field with concession stands, inline field hockey, soccer fields, and a playground. Krusen Park is located 3.5 miles from the proposed townhome development.

Gunner Paw Park – 39536 Alston Avenue

Gunner Paw Park provides just over 5 acres of outdoor dog park, playground areas, and multi-purpose trails. The Gunner Paw Park is located 4 miles from the proposed townhome development.

Withlacoochee River Park – 12449 Withlacoochee Boulevard

Withlacoochee River Park provides 406 acres of varying types of trails along with an observation tower. The Withlacoochee River Park is located just under 10 miles from the proposed townhome development.

Shepard Park – 3010 A Avenue

Shepard Park provides basketball courts, a playground, and picnic tables. Shepard Park is located just over 3 miles from the proposed townhome development.

POPULATION ESTIMATE AND RECREATION LEVEL OF SERVICE

The 2010 U.S. Census reported the Zephyrhills population at 13,288 persons. Research with the U.S. Census Bureau indicates the most current projected 2019 population at 16,456, which is an increase of 3,168 residents in nine years. According to the University of Florida, this designation makes the City of Zephyrhills the largest in Pasco County.

The Zephyrhills Comprehensive Plan Adequate Public Facilities Element provides a Recreation Facility Standards Level of Service Ratio for each unit of recreation opportunity per the total population.

A review of these recommendations indicates that there are three ratios utilized:

- a. 1 unit per 5,000 residents
- b. 1 unit per 10,000 residents
- c. 1 unit per 20,000 residents

The 1:5,000 ration applies to a 9-hole golf course, volleyball, basketball court, official baseball field, little league, and softball.

The 1:10,000 ratio applies only to soccer fields.

The 1:20,000 ratio applies to swimming pools, football fields, and a ¼ mile running track.

The ratios and the park facilities previously detailed above apply to a maximum of 20,000 residents in the Zephyrhills Comprehensive Plan Adequate Public Facilities element. The total 2019 estimated population at 16,456 +/- remains well under the 20,000 resident ratios. The number of parks and open space facilities in the City of Zephyrhills that include additional parks from those listed above, appear to meet, or exceed the City's ratios for Recreation Facilities Level of Service standards as outlined in the Comprehensive Plan.

The Recreation impacts generated by the proposed development are demonstrated in the Impacts Analysis included later in this report.

SOLID WASTE

The City of Zephyrhills Sanitation Department is charged with the collection of waste. Discussions with the City of Zephyrhills staff indicated that approximately 1,000 pounds (0.5 tons) per year are generated by a single-family residence in the City of Zephyrhills. The

Adequate Public Facilities Ordinance adopted by the City on March 12, 2007, indicated the City's Sanitation Department operates a solid waste collection system. Yard waste is disposed of in a city owned composting facility. The remaining domestic waste is disposed of in the Pasco County landfill east of Dade City. There is an interlocal agreement in place for the City to convey all un-composted solid waste to the Pasco County Resource Recovery Facility. The facility was designed by Pasco County with a level of service assumption of 1.5 tons of solid waste per year per dwelling unit.

Given the potential of up to 1.5 tons per year per dwelling unit to be transported to the County's facility and the approximately 0.5 ton per year of waste generated by a single family residence, it appears that adequate capacity exists in order to serve the proposed townhome development with 49 units.

ZEPHYRHILLS MUNICIPAL AIRPORT

The Zephyrhills Municipal Airport is a public use airport located approximately 4 miles southeast of the proposed townhome development. This airport is categorized as a general aviation facility. It primarily serves the City of Zephyrhills, St. Leo, Dade City, and portions of unincorporated Pasco County. The airport contains two runways with general operating hours from dusk to dawn.

The norther portion of the airport is operated by general aviation activities. The southern portion is utilized by skydiving activities. For decades, Zephyrhills has been known for being a skydiving mecca. These actions are viewed by locals as well as tourists as a complement to the City as it presents a unique sports activity that is outside the norm for most communities.

The Zephyrhills Municipal Airport is expanding to keep up with the continued growth that the City of Zephyrhills is experiencing. The work on the runway extension should be complete in Fall 2021. The changes being made at Zephyrhills Municipal Airport could allow for the airport to comfortably handle larger aircraft to allow for even more individuals to make use of the facility.

SITE CHARACTERISTICS FOR SUITABILITY

The proposed residential development will provide for 49 townhomes units. Engineering design for the proposed stormwater retention will be detailed during the engineering and permitting process. Therefore, for the purposes of this suitability analysis, an anticipated 49 townhome development will be analyzed.

Stormwater

The proposed stormwater system will be designed to provide storage and treatment of runoff as required by state and local jurisdictional requirements. From the NRCS Web Soil Survey data, it appears the proposed development consists of Hydrologic Group A, which, in general, has a water depth greater than six feet below the surface of the existing ground. (Appendix 6 - Soil Map)

Based on known data, it is anticipated that this development will incorporate a dry retention stormwater management pond in the southern portion of the property. Wetland areas are not present on either parcel. Detailed engineering site plans will meet each of the applicable regulatory requirements. The on-site retention will be provided by establishing the required pond size based on soil conditions and geotechnical data. A stormwater pond will be designed with consideration of the surrounding neighboring collection systems and adjacent properties within the basin area. It is anticipated that this system will meet the pre/post match requirements for the specific demands of the basin and surrounding property owners. (Appendix 7 – Topography)

Contamination

From the Florida Department of Environmental Protection (FDEP) contamination mapping tool, it appears the proposed development is not located within any areas of contamination that could cause impacts to the development of the property. Contamination sites were not noted within a 1,500-foot radius of the proposed development. (Appendix 8 – FDEP Contamination Map)

Flood Zone

A Florida Emergency Management Agency (FEMA) map of the subject property confirms there are no flood zones on this parcel or within the vicinity of the parcel. The parcel is in Zone X, which lies outside any area threatened by flooding. (Appendix 9 – FEMA FIRMette)

TRAFFIC STUDY

The Terrace at Pretty Pond is anticipated to generate 285 daily trips with 25 trips occurring during Peak Hours. Per the City of Zephyrhills Land Development Code, Table 2, a traffic study is not needed for this proposed development. For development that generates less than 1,200 daily trips, the Traffic Study requirements are deemed de minimus. (Appendix 10 – LDC Table 2 Traffic Study Assumptions)

LEVEL OF SERVICE DETERMINATION

Ingress and egress for The Terrace at Pretty Pond is proposed along Wire Road. Currently, Wire Road is a two-lane roadway with an AADT of 6,215 per available data. The posted speed limit for Wire Road in this location is 40mph.

Using the v/c ratio for Wire Road at the proposed access point, a LOS B can be expected.

(Appendix 11 – Area Wide Level of by TAZs)

(Appendix 12 – Area Wide Level of Service for Build Out)

(Appendix 13 – Road Classification for the City of Zephyrhills)

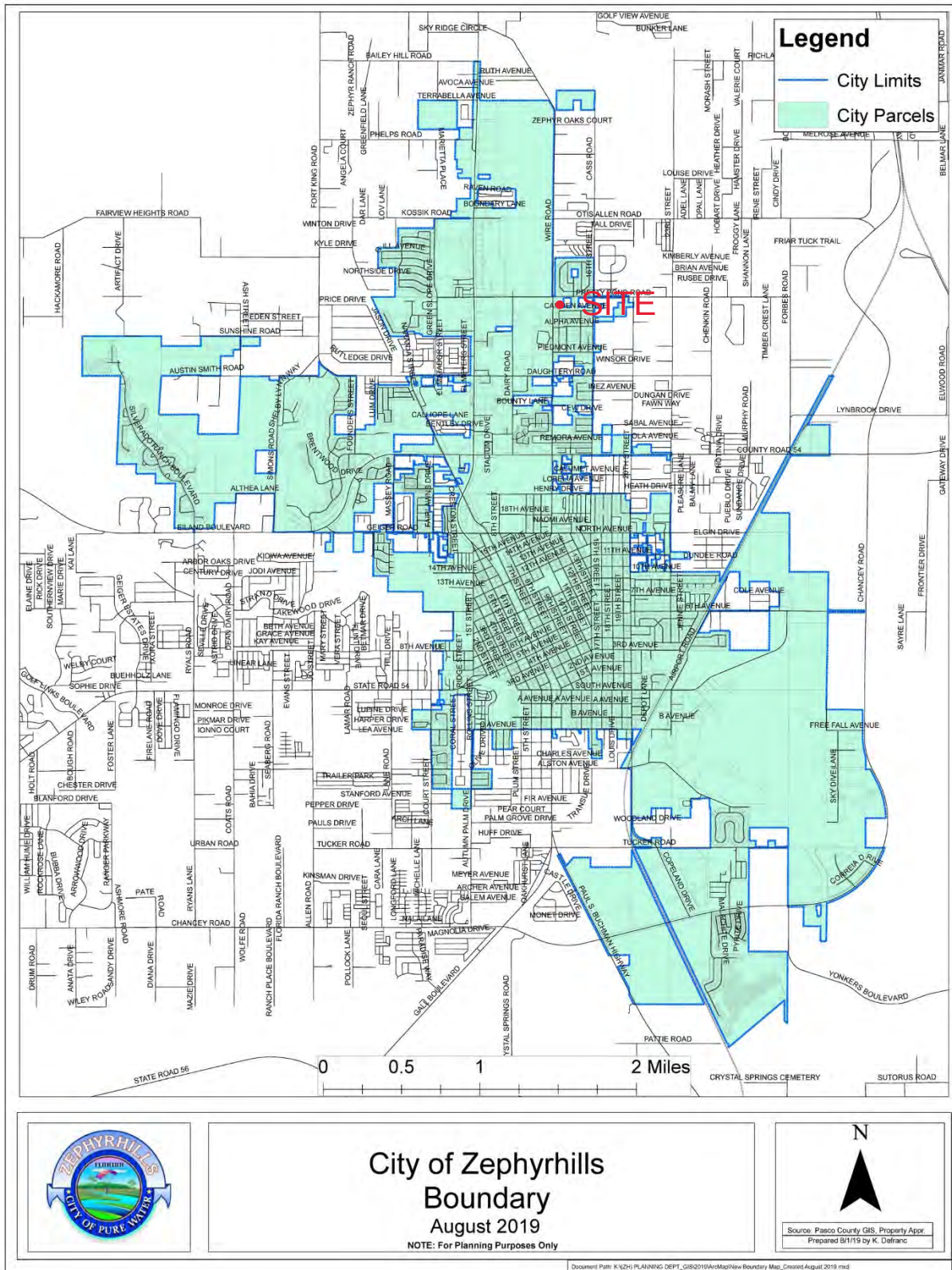
TURN LANE DETERMINATION

The following assumptions were used in determining the need for a turn lane:

Directional Split: 60/40

The traffic generated by The Terrace at Pretty Pond townhome development does not appear to warrant a turn lane. Additionally, the parcels are located within close proximity to the Wire Road/Pretty Pond intersection. The close proximity to the intersection limits the modifications to Wire Road in this area.

APPENDIX 1



Aerial-Wire Road & Pretty Pond

APPENDIX 2

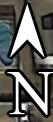
Legend



Google Earth

© 2021 Google

500 ft



Aerial -Wire Rd & Pretty Pond

APPENDIX 2A

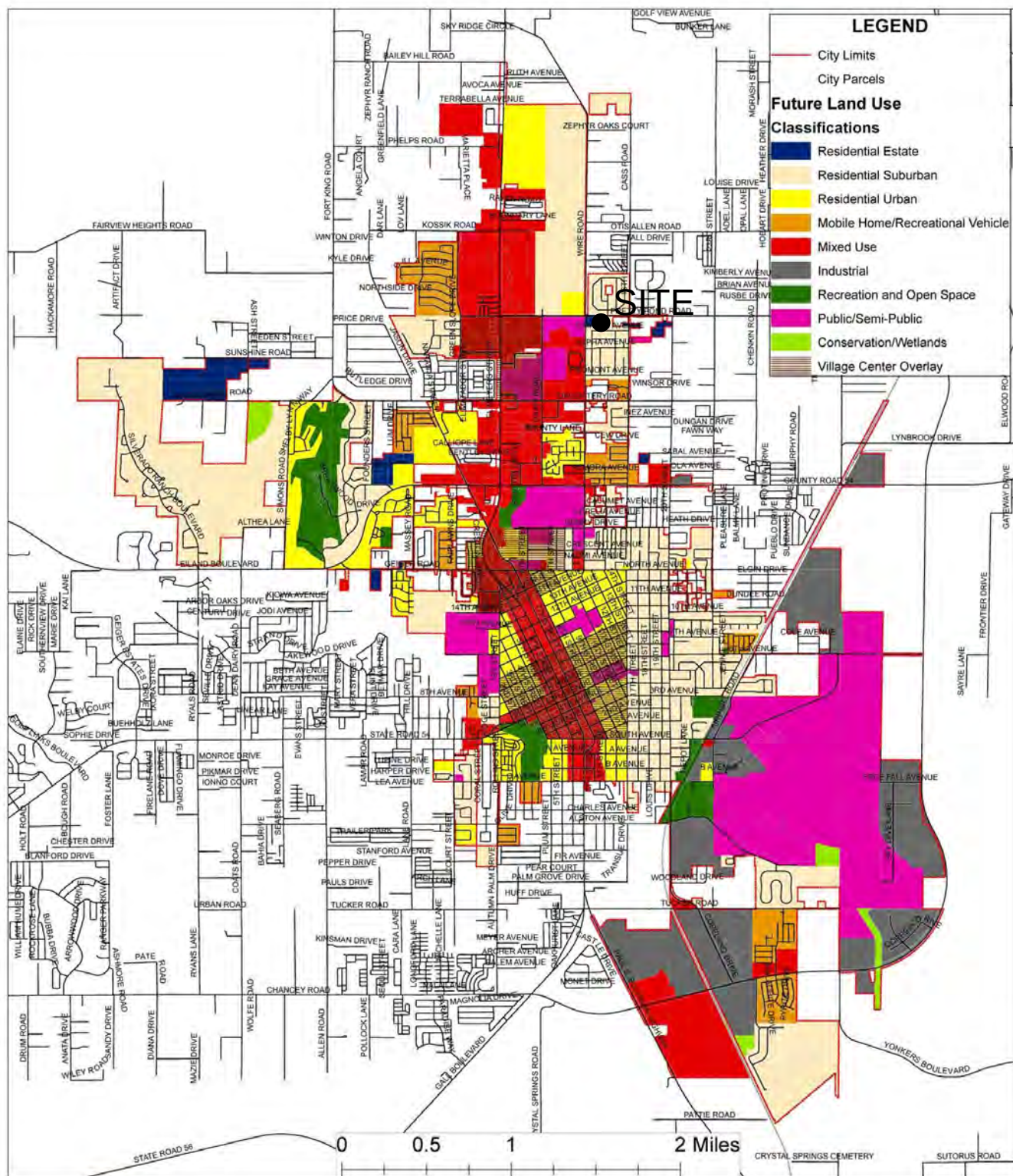
Legend



phyrhills Colony Company

Google Earth

© 2021 Google



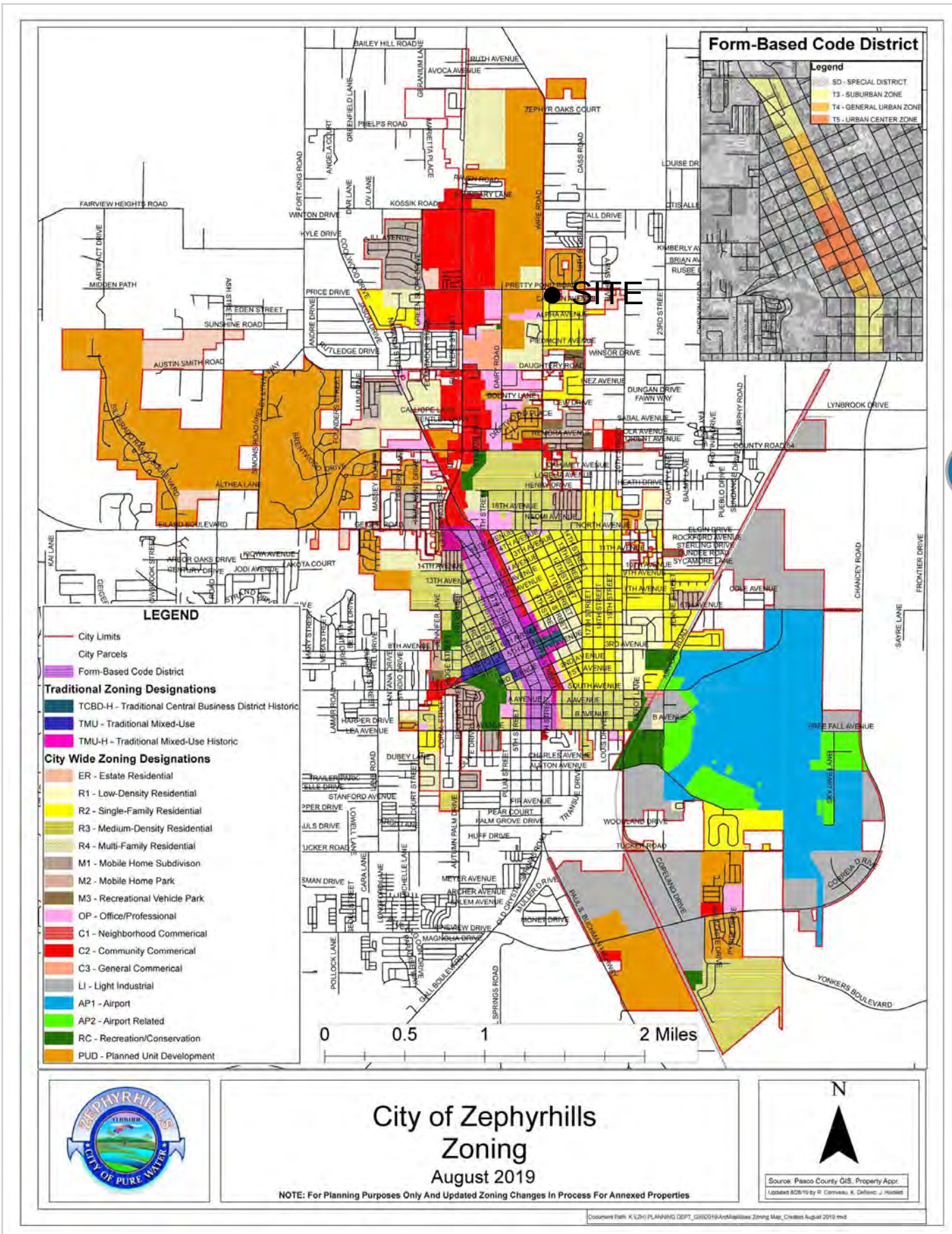
City of Zephyrhills Future Land Use August 2019

NOTE: For Planning Purposes Only And Updated FLU Changes In Process For Annexed Properties



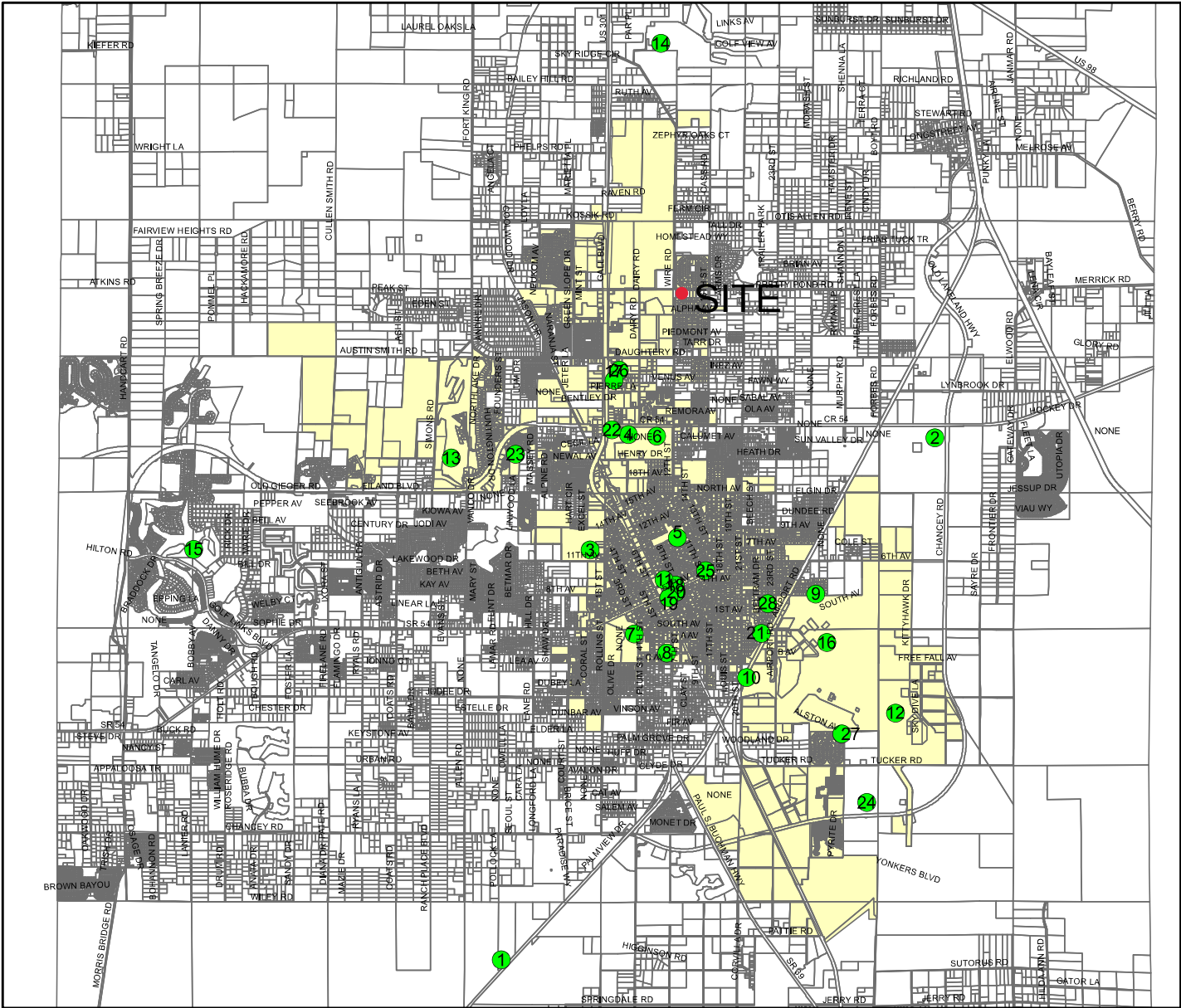
Source: Pasco County GIS, Property Appr
Updated 8/28/19 by R. Corniveau & K. DeFranc

Document Path: E:\ZPH\PLANNING\DEPT_GIS\2019\AcMap\MapBase\FLU_Maps_Created August 2019.mxd



Request pdf version of this map from Planning & Redevelopment.

Recreation Sites
Zephyrhills Area
REC-1



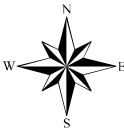
Legend

- Recreation
- street names
- Parcels_2008
- City Limits

1. Hillsborough River State Park
2. Sundance Golf Course
3. West Elementary School
4. Woodland Elementary School
5. Stewart Middle School
6. Zephyrhills High School
7. Zephyr Park
8. Sheppard Park
9. Lincoln Heights Park
10. Krusen Field
11. Municipal Building/Library
12. Zephyrhills Golf Course
13. Silver Oaks Golf Course
14. Scotland Yard Golf Course
15. Links of Bernadette
16. Sky Dive City
17. Pin Chasers
18. Zephyrhills Home Theatre
19. Zephyrhills Tourist Club
20. Times Square Park
21. Depot Park
22. Hercules Aquatic Center
23. Zephyrhills YMCA
24. Sam Pasco Park
25. Transplant Park
26. Cinema 10 Movie Theatre
27. Meadowood Paw Park
28. Veterans Park

prepared by:
City of Zephyrhills
Planning Department
Nov. 2009 - C.Dean

5,500 Feet



APPENDIX 6



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pasco County, Florida

Survey Area Data: Version 19, Jun 9, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 8, 2019—Feb 28, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

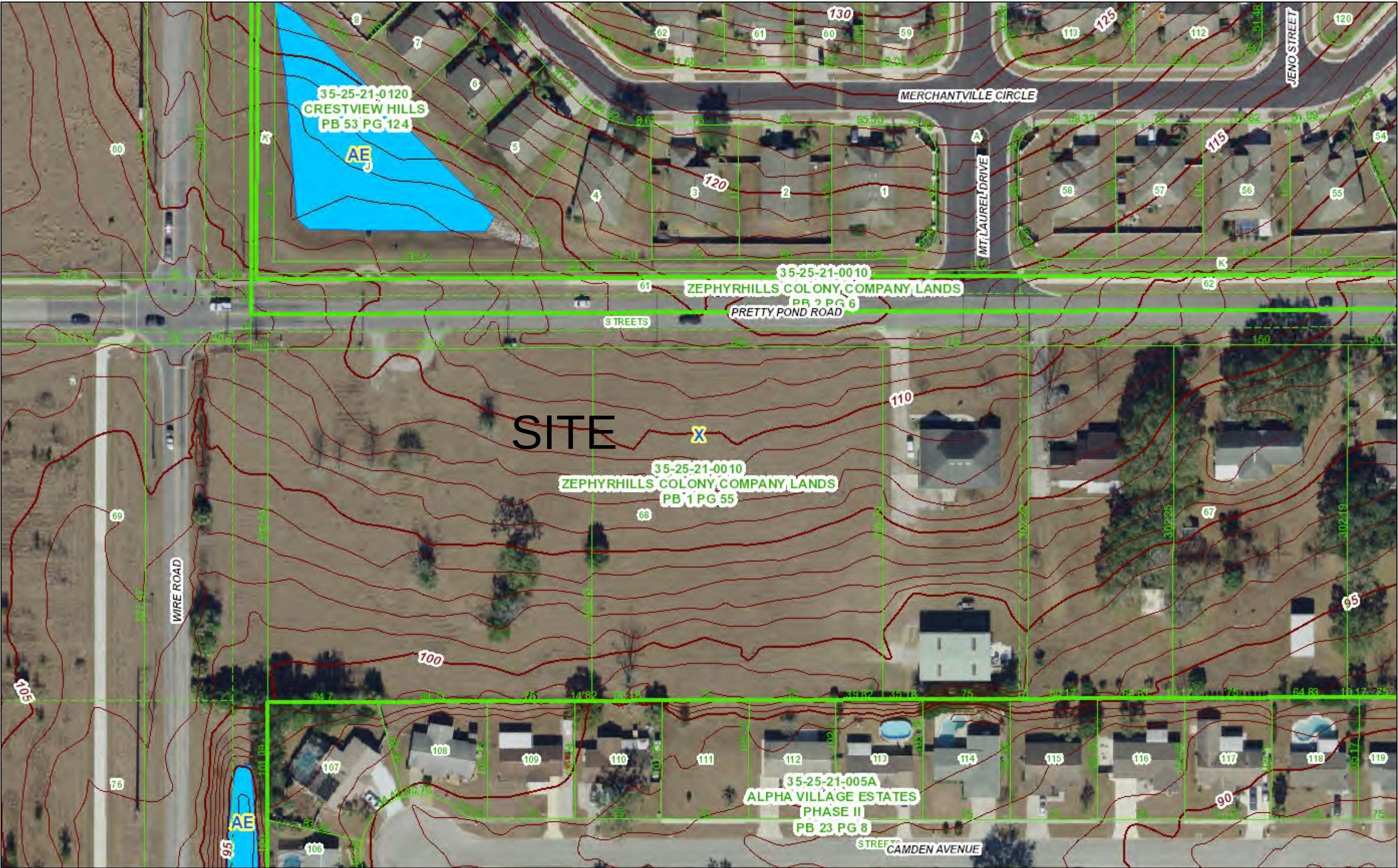
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
43	Arredondo fine sand, 0 to 5 percent slopes	3.0	81.8%
44	Arredondo fine sand, 5 to 8 percent slopes	0.7	18.2%
Totals for Area of Interest		3.7	100.0%

43 & 44 Arrendondo Fine Sand A >6.0

TABLE 17.--SOIL AND WATER FEATURES--Continued

Soil name and map symbol	Hydro-logic group	Flooding			High water table			Bedrock		Subsidence		Risk of corrosion	
		Frequency	Duration	Months	Depth*	Kind	Months	Depth	Hard-ness	Ini-tial	Total	Uncoated steel	Concrete
					<u>Ft</u>			<u>In</u>		<u>In</u>	<u>In</u>		
36**: Candler----- Urban land.	A	None-----	---	---	>6.0	---	---	>60	---	---	---	Low-----	High.
37**: Paola----- Urban land.	A	None-----	---	---	>6.0	---	---	>60	---	---	---	Low-----	High.
38**: Urban land													
39**----- Chobee	B/D	Frequent----	Very long	Jun-Feb	0-1.0	Apparent	Jun-Feb	>60	---	---	---	Moderate	Low.
40----- Paisley	D	Rare-----	---	---	0-1.0	Apparent	Jun-Nov	>60	---	---	---	High-----	Moderate.
41**: Pits. Dumps.													
42----- Pomello	C	None-----	---	---	2.0-3.5	Apparent	Jul-Nov	>60	---	---	---	Low-----	High.
43, 44----- Arredondo	A	None-----	---	---	>6.0	---	---	>60	---	---	---	Moderate	High.
45----- Kendrick	A	None-----	---	---	>6.0	---	---	>60	---	---	---	Moderate	High.
46----- Cassia	C	None-----	---	---	1.5-3.5	Apparent	Jul-Jan	>60	---	---	---	Moderate	High.
47----- Weekiwachee	D	Frequent----	Very long	Jan-Dec	0-0.5	Apparent	Jan-Dec	40-51	Hard	---	---	High-----	Low.
48----- Lochloosa	C	None-----	---	---	2.5-5.0	Apparent	Jul-Oct	>60	---	---	---	High-----	High.
49, 50, 51----- Blichton	D	None-----	---	---	0-1.0	Apparent	Jun-Sep	>60	---	---	---	High-----	High.
52----- Samsula	B/D	None-----	---	---	+2-1.0	Apparent	Jan-Dec	>60	---	16-20	30-36	High-----	High.
53----- Sparr	C	None-----	---	---	1.5-3.5	Apparent	Jul-Oct	>60	---	---	---	Moderate	High.
54----- Flemington Variant	D	None-----	---	---	0-2.5	Perched	Jun-Sep	>60	---	---	---	High-----	High.

See footnotes at end of table.

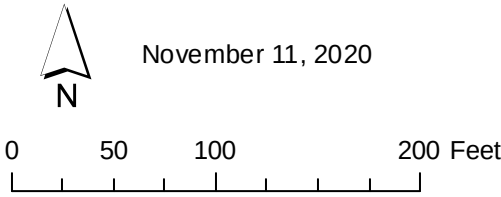


Legend

- Street (Labels)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Blocks (Boundaries and Labels)
- Lot (Labels)
- Lot (Lines)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Blocks (Boundaries and Labels)
- Lot (Labels)

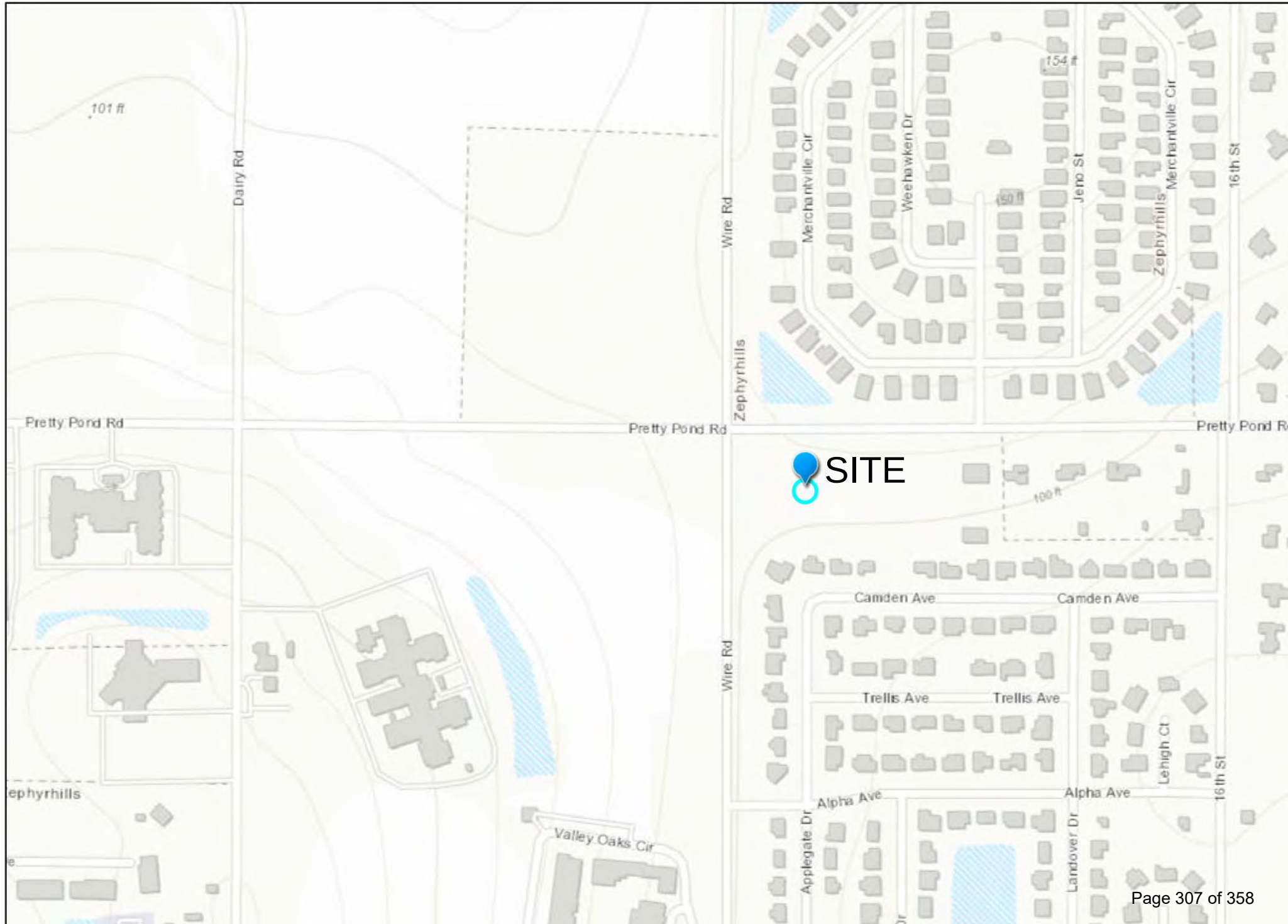
Adjacent Counties

- ALACHUA
- BAKER
- BAY
- BRADFORD
- BREVARD
- BROWARD
- CALHOUN
- CHARLOTTE
- CITRUS
- CLAY
- COLLIER
- COLUMBIA
- DADE
- DESOTO
- DIXIE
- DUVAL
- ESCAMBIA
- FLAGLER
- FRANKLIN



November 11, 2020

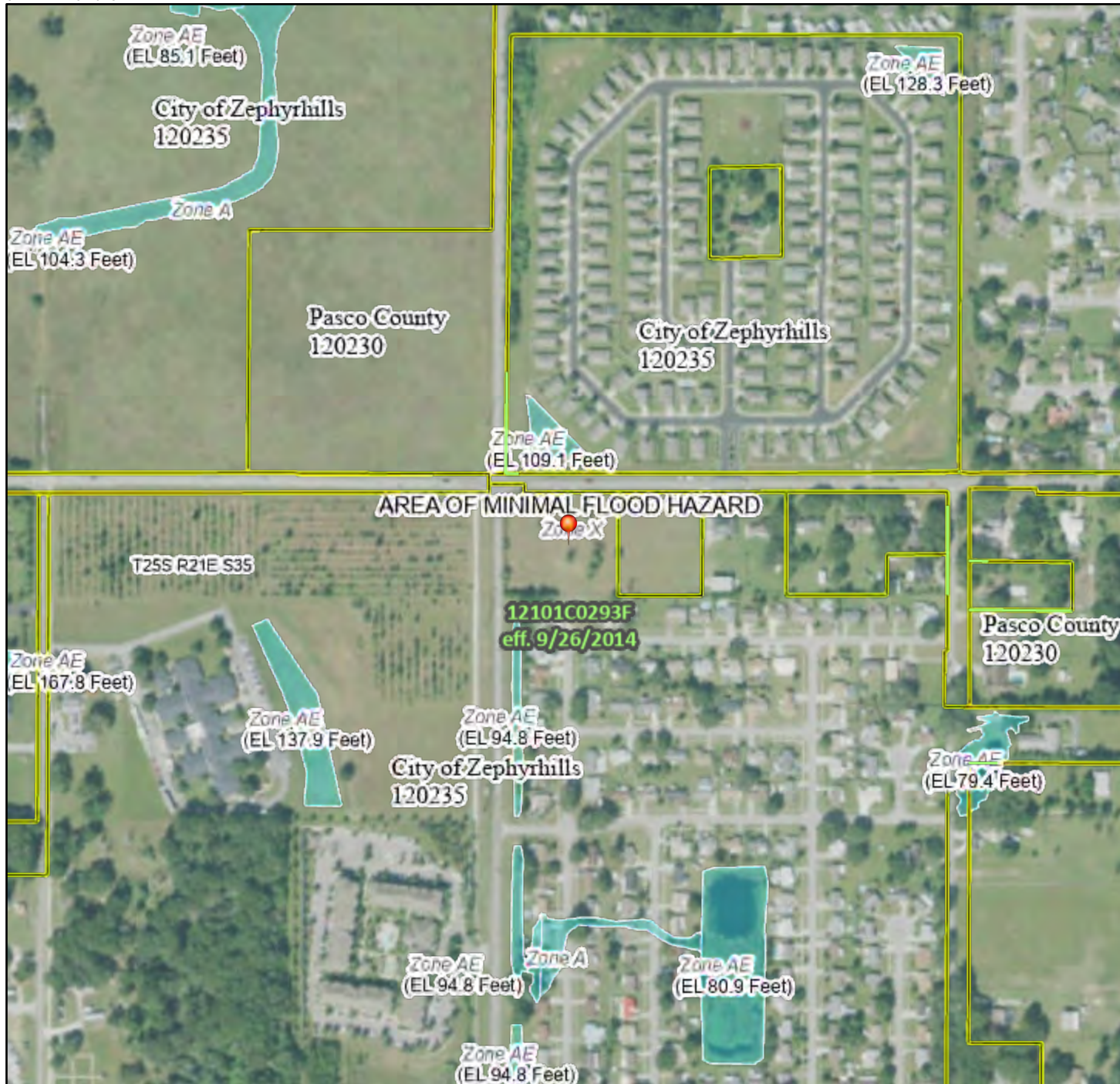
Pasco County



National Flood Hazard Layer FIRMette



82°11'4"W 28°16'13"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

APPENDIX 9

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

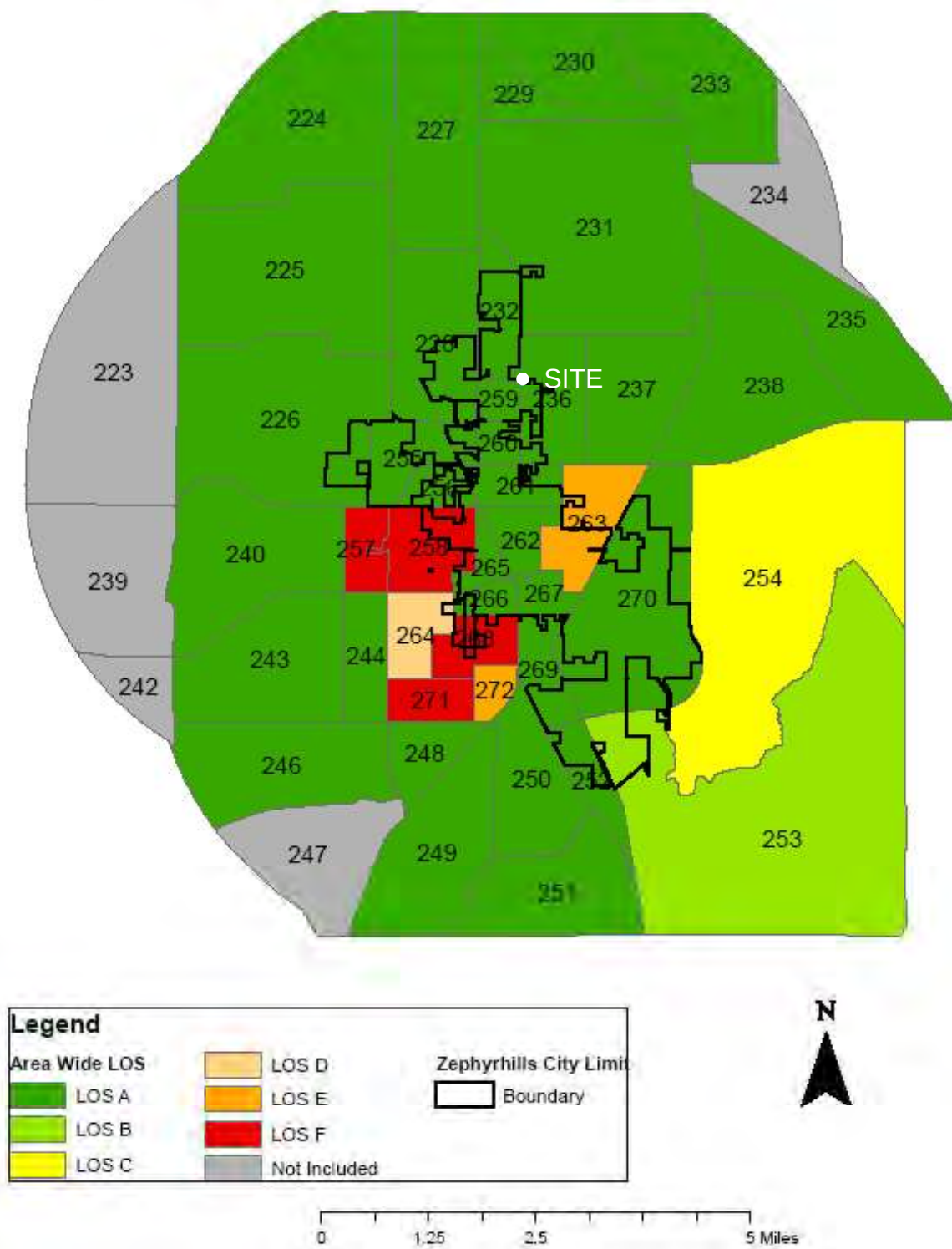
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/28/2021 at 2:53 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Table 2 Traffic Study Assumptions (Detailed).

<i>Traffic Study Assumptions</i>	<i>Description</i>
1. Traffic study requirements	
● De minimus	< = 1,200 gross daily trips
Traffic impact analysis (TIA)	> 1,200 gross daily trips
2. Methodology statement	
	Site location, Site Plan Trip gen (proposed land uses and sizes) Trip distribution, growth rate, analysis procedures defined
3. Study area	
Traffic impact analysis (TIA)	Intersections on roadways with 5% impact to the adopted service volume standard (defined by the FDOT Generalized Tables)
4. Analysis period	
Traffic impact analysis (TIA)	P.M. peak hours plus for office and industrial: a.m. peak hour for project traffic & turn lane calculations
5. Project Traffic	
Trip generation	
Internal capture	ITE Handbook, internal capture must be < 20%. For internal capture percentages greater than 20%, it must be documented in an engineering study and approved by the city.
Pass-by capture	ITE Handbook, unless documented by engineering study. Pass-by capture should be < 10% of total background traffic of adjacent roadway.
Trip distribution	
Traffic impact analysis (TIA)	Adopted Area model (CUBE model)
6. Existing conditions	
Intersection counts	Study intersection counts within 1 year of methodology
Peak season adjustments	FDOT peak season correction factor
Roadway counts	Study roadway counts within 1 year of methodology (roadways can be determined by averaging adjacent intersection counts)
Peak season adjustments	FDOT peak season correction factor
7. Background conditions	
Vested developments	DRIs or other large developments tracked by city
Area growth	Based upon historical data up to 5 years, where available

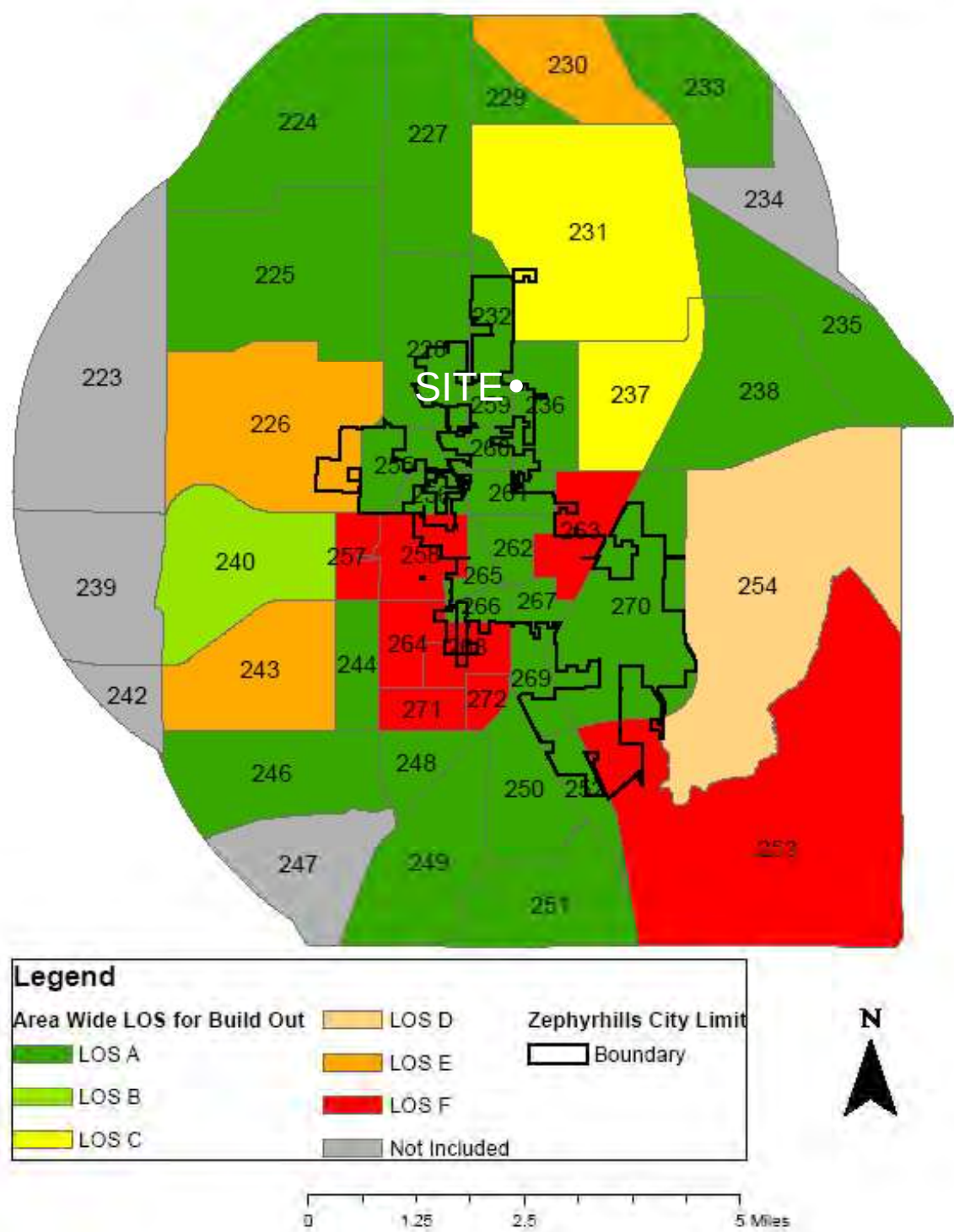
Area Wide Level of Service by TAZs



SOURCE: City of Zephyrhills, 2009.

MAP TRA-12

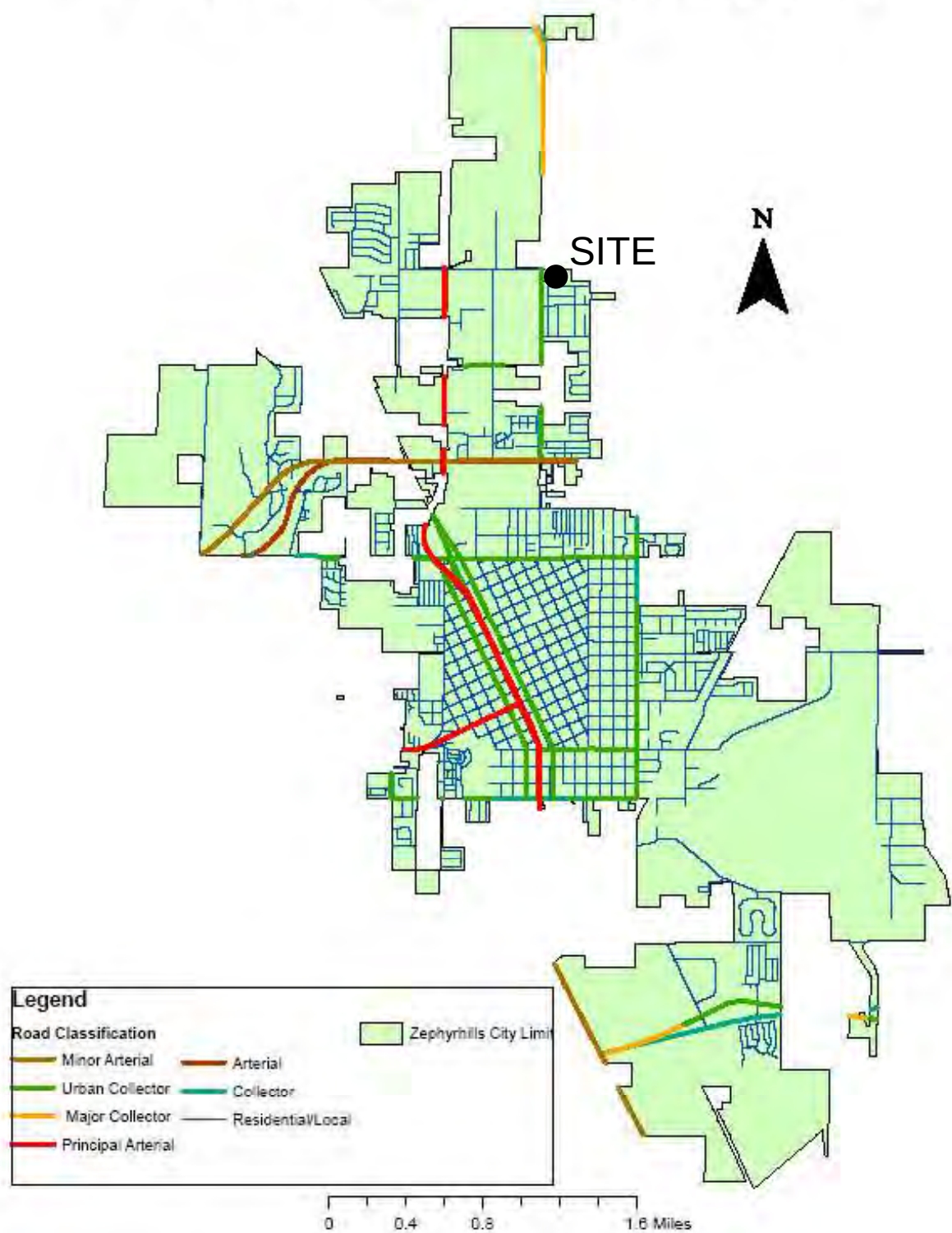
Area Wide Level of Service by TAZs for Build Out



SOURCE: City of Zephyrhills, 2009.

MAP TRA-13

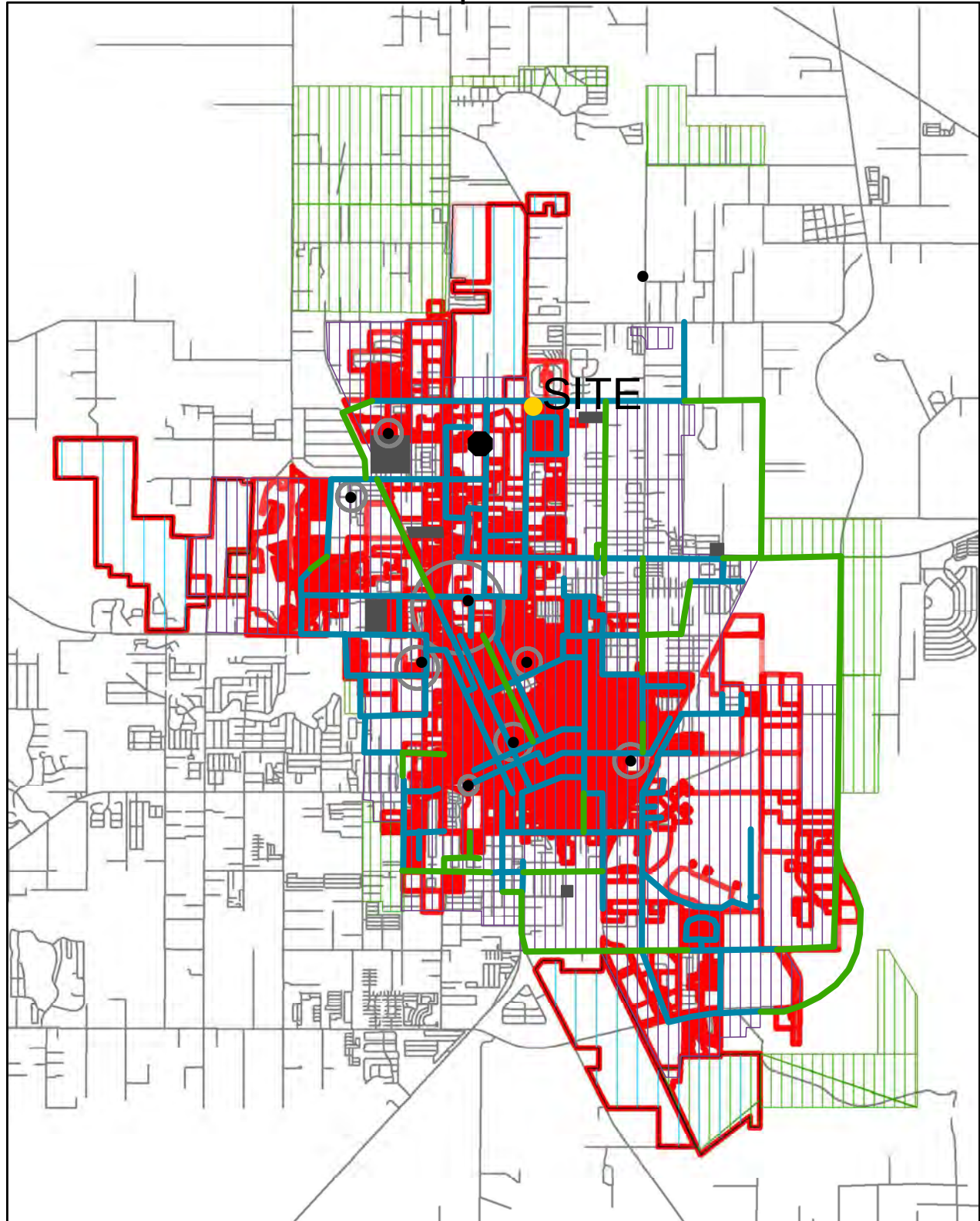
Road Classification for the City of Zephyrhills



SOURCE: City of Zephyrhills, 2009.

MAP TRA-16

Potable Water System Zephyrhills Service Area Map PF-1

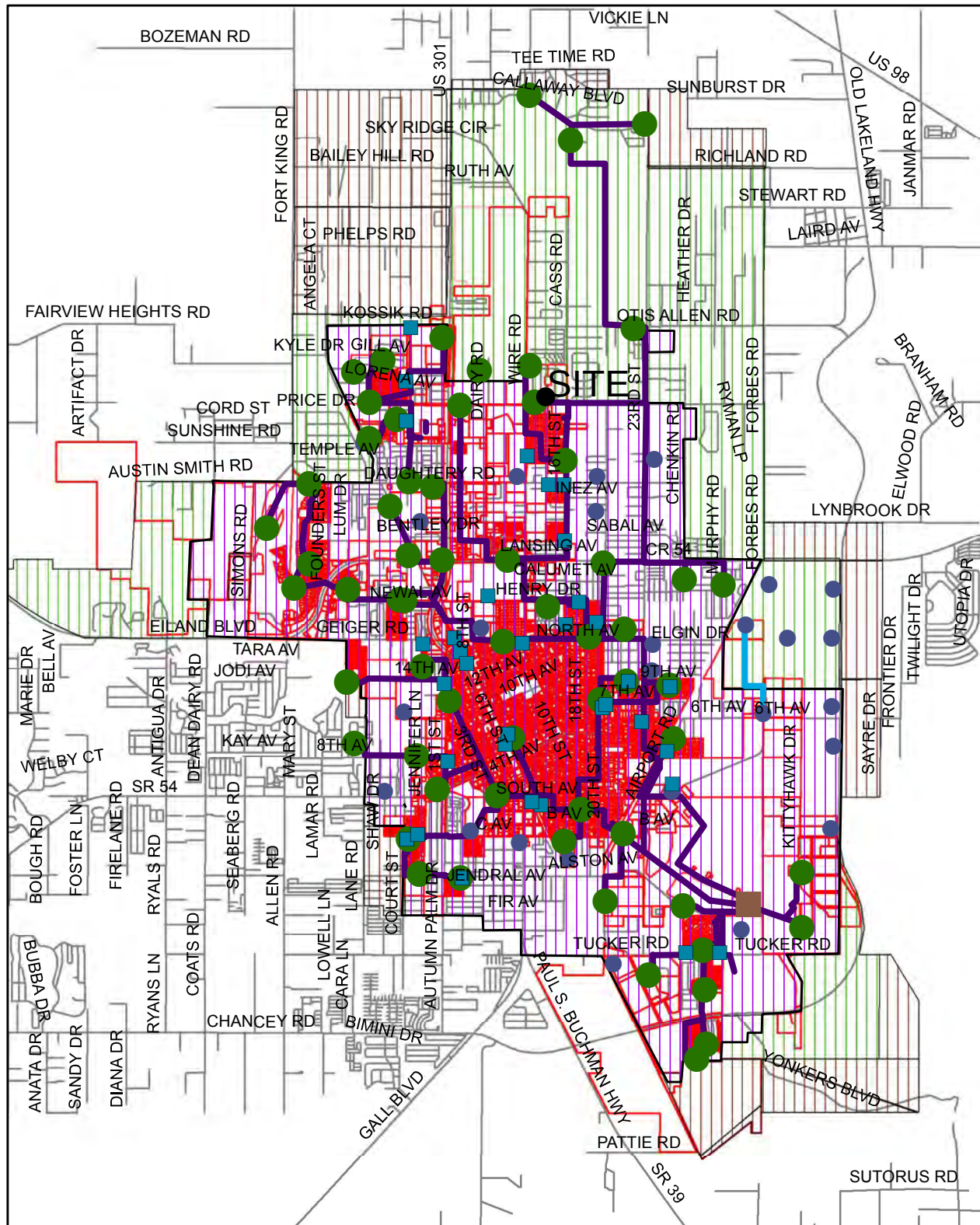
**Legend**

- wells
- future in-chamber
- storage tank
- exis in-chamber
- cone of influence
- private systems
- present svc area
- Future Service Area
- Zephyrhills City Limits-includes areas to receive Utilities from the County

0 1,150 2,300 4,600 6,900 9,200 Feet



Waste Water System Zephyrhills Area PF-2



- Legend**
- Percolation Pond
 - treatment plant
 - exist lift station
 - planned lift station
 - proposed force main
 - force mains
 - present svc area
 - 2009 Zephyrhills Utility Service Area Additions/Expansion
 - future svc area
 - Zephyrhills City Limits-includes areas to receive Utilities from the County

0 1,150 2,300 4,600 6,900 9,200 Feet

Revised 12/23/09



5 unit house plan 20ft wide 3 bedrooms 2.5 baths and garage



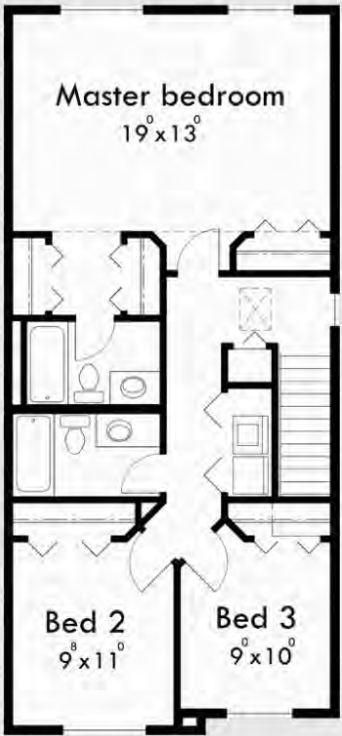
APPENDIX 19

TownHome Renderings

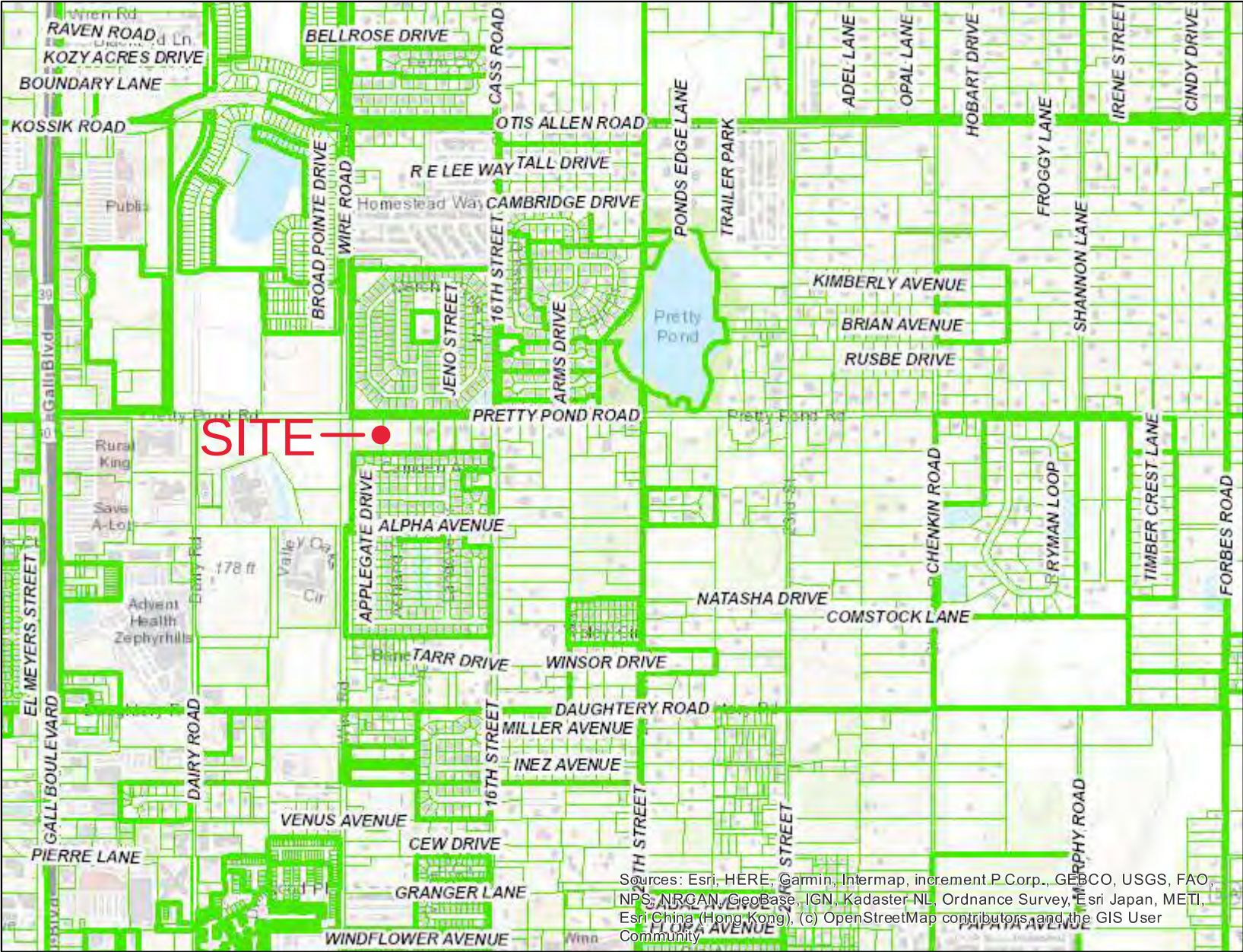
Main Floor Plan



Upper Floor Plan



Appendix 20 - Location Map



Legend

- Street (Labels)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)



Mike Wells
Property Appraiser
Proudly Serving Pasco County, Florida

Pasco County Property Appraiser

0 0.15 0.3 0.6 mi



4/28/2021, 8:29:25 PM Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA |



**City of Zephyrhills
Planning Commission**

Council Chambers – City Hall | 5335 8th Street, Zephyrhills, FL 33542
Tuesday, June 15, 2021 | 6:00 PM

-DRAFT MINUTES-

I. ROLL CALL

Commissioners Present: David Armstrong, Beth Aker, Tracy Sullivan, Craig Cornelison

Staff Present: Todd Vande Berg – Planning Director, Rodney Corriveau – Senior Planner; and Audrey McGuire – Historic Preservation Specialist, Community Planner.

A regular meeting of the Planning Commission was called to order by Commissioner Dave Armstrong at 6:00 PM in Council Chambers of City Hall, 5335 8th Street, Zephyrhills. The meeting was held in person and via telephone/video-conferencing.

II. INVOCATION & PLEDGE OF ALLEGIANCE

Commissioner Aker delivered the invocation which was followed by the Pledge of Allegiance.

III. APPROVAL OF MINUTES

Commissioner Armstrong called for a motion. Commissioner Cornelison moved to approve the minutes as read. Motion seconded by Commissioner Aker. Motion passed unanimously.

IV. BUSINESS ITEMS

5.1 FLU/RZ-0003-21_AUTUMN PALM VILLAS

Applications for Simultaneous Review of petitions to amend the Comprehensive Plan (Small-Scale Map Amendment) and Rezone submitted by Autumn Palm Drive, LLC for approximately 9.77 acres of real property generally located on the west side of Autumn Palm Drive, between Vinson Avenue and Covered Bridge Blvd. The proposed petitions would amend the Future Land Use Classification from RS (Residential Suburban, 2.5-7.5 DU/GA) to RU (Residential Urban, 7.5-20 DU/GA) and change the zoning designation from R3 (Medium Density Residential, Max. 10.5 DU/GA) to R4 (Multi-Family Residential, Max. 20 DU/GA). Staff presented the project to the Planning Commission, stating that the applicants had previously submitted site development plans for approval by the City for 84 townhomes which were approved under the R3 zoning designation with a maximum of 10.5 DU/GA. However, discrepancies between the R3 zoning and the RS future land use classification with regards to density, and interpretation of the Land Development Code led to the request. Staff presented the staff report, noting that the proposed amendments were consistent with the city's Comprehensive Plan and Land Development Code, as well as Florida Statutes.

Susan Swift, AICP with Colliers Engineering and Design, in Tampa Florida addressed the Planning Commission on behalf of the applicants. Commissioner Aker inquired whether the project would be age-restricted to which Ms. Swift replied no. The applicants are proposing a small increase in density from 9.6 to 10.6 units per acre – staff noted that regardless of the increase, the land use and zoning

change is still necessary. The proposed changes are consistent with existing land use and densities in the surrounding area. Ms. Swift reiterated that the proposed plan was for townhomes/villas.

Commissioner Armstrong inquired about roadway improvements in the area. Staff stated that no roadway improvements to Autumn Palm were necessitated by the previous traffic study submitted to the city. Commissioner Cornelison noted that they would need a County right-of-way use permit, and staff stated that when plans were resubmitted showing the additional units, it would go back through the review process.

Staff noted that they had received questions from an abutting property owner who had concerns. Staff provided the Planning Commission with a copy of the email received and staff's response, noting that they had not heard back.

Commissioner Armstrong opened the floor for public comment. No public comment was heard.

Hearing no other discussion or questions, Commissioner Armstrong entertained a motion. Motion to approve Business Item 1 made by Commissioner Cornelison. Motion seconded by Commissioner Sullivan. Motion passed unanimously.

5.1 ANX/FLU/RZ-0005-21_TERRACE @ PRETTY POND

Applications for Simultaneous Review of petitions to amend the Comprehensive Plan (Small-Scale Map Amendment) and Rezone submitted Michael Mann for 2 parcels, combined approximating 3.81 acres and generally located at the southeast corner of Pretty Pond Road and Wire Road. Staff presented the project, stating that parcel I, approximately 1.75 acres, is currently located in unincorporated Pasco County and is an enclave proposed for annexation. Parcel II, approximately 2.06 acres, is currently located within city limits and does not require annexation – but does require land use and zoning amendments. Staff noted that the applicants are proposing to construct approximately 49 townhome units on the property and discussed the staff report, noting that the proposed amendments were consistent with the city's Comprehensive Plan and Land Development Code, as well as Florida Statutes.

Staff stated the applicants were looking at annexation of the eastern parcel (1.75 acres) with a future land use classification change from Pasco County RES-6 (Residential, up to 6 DU/GA) to City RU (Residential Urban, 7.5-20 DU/GA) and a zoning designation change from Pasco County AR to City R4 which allows up to 20 units per acre. The western parcel (2.06 acres) is currently located in the city and the applicants are proposing a future land use classification change from City RE (Residential Estate, 0-2.5 DU/GA) to City RU (Residential Urban, 7.5-20 DU/GA) and a zoning designation change from ER (Estate Residential) to R4. Applicants are proposing 12.8 total units per acre on the site. Staff noted that project was located within the Pasco County/City JPA and applicants were sent to Pasco for their review. Staff noted that the proposed land use and zoning changes are consistent with the land use and densities of the surrounding area.

Commissioner Aker stated safety concerns with existing housing developments and the lack of sidewalks along Wire Road. Staff noted that there was a multi-purpose trail on the opposite side of the roadway from the subject properties and that additional sidewalks would be added with the construction of the project. Todd Vande Berg, Planning Director addressed the Planning Commission stating that City staff has been working with the Pasco County MPO regarding sidewalks and trails in the city. The MPO will be funding studies with regards to sidewalks/trails with Wire Road being a priority. Staff noted that new city developments currently under construction will include sidewalk/trail, as well as improvements to an existing site.

Commissioner Cornelison inquired whether a site development plan had been submitted or whether they had only submitted for annexation, land use and zoning designation changes. Commissioner Cornelison noted that the site plan was not under consideration tonight and that that only the annexation, land use and zoning were being considered.

Commissioner Armstrong opened the floor for public comment. Bruce Myer of Applegate Drive, Zephyrhills addressed the Planning Commission. Mr. Myer stated his concern with the development and previous flooding issues on his property due to, what he believed to be, Crestview's existing stormwater ponds.

Amy Neidringhaus of Validus Engineering Group, Polk City addressed the Planning Commission on behalf of the applicant. She noted that she was not aware of past issues with the existing pond on Crestview's property and that stormwater ponds on the proposed project site would be designed to accommodate existing conditions and would not negatively affect existing developments. Commissioner Armstrong expressed his concerns with the flooding in the area. Ms. Neidringhaus thanked the Commission for bringing the issue to light so it could be addressed and reiterated that at no time would the intent be to compound the issue. Commissioner Sullivan inquired whether the new retention pond would help alleviate some of the existing issues. Commissioner Cornelison noted some of the history with the Crestview Ponds and noted that the engineers look at the stormwater, it should help alleviate the issues. Staff asked the applicant's engineer to look further into the issue. Staff will continue to communicate with Mr. Myer as the project moves through to the site development phase.

Commissioner Cornelison recommended approval of Business Item 5.2. Commissioner Sullivan Seconded. Discussion continued. Commissioner Aker noted her concerns with approving the petitions based in current infrastructure issues. Commissioner Cornelison stated that the land use and zoning was compatible with what was existing in the area and that the site plan issues would be handled under a separate process. Staff clarified that the petitions were for annexation, future land use and rezoning of one parcel and future land use and rezoning only of another. Commissioner Armstrong noted concerns with moving forward without drainage and sidewalks being addressed further. Staff stated that the drainage would be handled and that the site plan would not be approved without all issues being addressed. Commissioner Cornelison suggesting contacting SWFWMD directly. Staff reiterated the site development process will be handled separately by staff and the City's consultants. Commissioner Cornelison noted that they could develop the property as is allowed now without having to make additional improvements. He also noted that the proposed project should improve the issue.

Commissioner Aker moved to table Business Item 5.2 to address the stormwater issues. Commissioner Armstrong seconded the motion. Motion carried.

V. PLANNING REPORT

Todd Vande Berg, Planning Director addressed the Planning Commission and gave them a brief update on some of the projects happening in the city.

VI. ADJOURNMENT

Commissioner Armstrong adjourned the June 15th Planning Commission meeting at 6:30 PM.



LEGEND

City Limits

City Parcels

Subject Parcels



FLU & Rezoning

Location Map for Parcel No. 35-25-21-0010-06800-0000

2.06 acres MOL

NOTE: For Information Purposes Only

N

Source: Esri, Pasco County GIS & Property Appr.

Prepared 07/14/2021 by A.McGuire

ORDINANCE NO. 1427-21

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 CITY RE TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM CITY ER TO CITY R4 (MULTI-FAMILY RESIDENTIAL) FOR APPROXIMATELY 2.06 ACRES OF REAL PROPERTY HAVING THE PARCEL IDENTIFICATION NUMBER 35-25-21-0010-06800-0000; AND AMENDING THE PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMUNITY DEVELOPMENT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's territorial boundaries upon receipt of written consent of the land owners, together with the approval of the City Council of said Future Land Use Map amendment duly expressed by Ordinance; and

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163 and 166, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the land owner, together with the approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearings on June 15, 2021 and August 17, 2021 to consider the proposed amendment to the Comprehensive Plan and rezoning, with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, based on the recommendation of the Planning Commission to the City Council, said Council has prepared the amendment to the City's Comprehensive Plan and is hereby transmitting to the Florida Department of Economic Opportunity, Division of Community Development and such other agencies as required by Section 163.3184, Florida Statutes and recommended by the Florida Department of Economic Opportunity.

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 RU (Residential Urban) 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 R4 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 ENACTED AND ORDAINED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

Section 1. The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. This Ordinance is enacted pursuant to Chapter 163, Florida Statutes and under the home rule powers of the City.

Section 3. The following lands, lying and being situated in the City of Zephyrhills, Pasco County, Florida, to wit:

Physical Address: 38510 Pretty Pond Road

Parcel/Tax ID No.: 35-25-21-0010-06800-0000

Legal Description:

TRACT 68, ZEPHYRHILLS COLONY COMPANY LANDS, in SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST, less the East 368.00 feet thereof, as shown on a plat recorded in Plat Book 1, Page 55 of the Pasco County Public Records. Less the north 15.00 fee thereof.

2.06 acres m.o.l

The Future Land Use classification is hereby amended from City RE to City RU (Residential Urban) and the zoning designation is hereby rezoned from City ER to City R4 (Multi-Family Residential) 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. This ordinance shall take effect thirty-one (31) days after adoption if no challenge is filed, and as provided in the City Charter and Chapter 163, Florida Statutes.

The foregoing Ordinance No. 1427-21 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 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1427-21 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this day of , 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1427-21 was approved by me this day of , 2021.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

BUSINESS ITEMS/PUBLIC HEARING 3.8

Transmittal to State - First Reading of Ordinance 1428-21 Marianne M. Simons Trust FLUMA, Rezoning ad PUD Master Plan

Issue:

First reading / transmittal public hearing – Marianne M Trust FLU & Zoning Petition.

Background:

A petition was submitted by the Marianne M Trust for 12.53 acres (MOL) for Future Land Use (Residential Urban) & Rezoning (Planned Unit Development – PUD Master Plan). Staff, Planning Commission & City Council recommend approval. The September 13, 2021 City Council meeting will serve as the transmittal public hearing.

Attachment(s):

1. Ordinance 1428-21 Marianne M. Simons Trust FLU- Zoning
2. Ordinance 1428-21 Exhibit A

Fiscal Impact:

N/A

Staff Recommendation:

Approval of the Marianne M Trust petition to change FLU from County RES-6 to City RU and Zoning to PUD / PUD Master Plan with conditions outlined within the ordinance. Upon approval of the transmittal public hearing, staff will transmit to the State DEP and plan to hold the adoption public hearing on October 11, 2021.

ORDINANCE NO.1428-21

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA,
APPROVING A SMALL SCALE FUTURE LAND USE MAP
AMENDMENT FROM COUNTY RES-6 TO CITY RU
(RESIDENTIAL URBAN), AND AMENDING THE ZONING
FROM COUNTY AC TO CITY PUD (PLANNED UNIT
DEVELOPMENT), FOR PARCEL 04-26-21-0000-00200-0000
PROVIDING FOR TRANSMITTAL AND AN EFFECTIVE
DATE.**

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's territorial boundaries upon receipt of written consent of the land owners, together with the approval of the City Council of said Future Land Use Map amendment duly expressed by Ordinance; and

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163 and 166, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the land owner, together with the approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearings on August 17, 2021 to consider the proposed amendment to the Comprehensive Plan and rezoning, with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, based on the recommendation of the Planning Commission to the City Council, said Council has prepared the amendment to the City's Comprehensive Plan and is hereby transmitting to the Florida Department of Economic Opportunity, Division of Community Development and such other agencies as required by Section 163.3184, Florida Statutes and recommended by the Florida Department of Economic Opportunity.

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 RU (Residential Urban) 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 PUD 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 ENACTED AND ORDAINED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

Section 1. The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. This Ordinance is enacted pursuant to Chapter 163, Florida Statutes and under the home rule powers of the City.

Section 3. The following lands, lying and being situated in the City of Zephyrhills, Pasco County, Florida, to wit:

Physical Address: 6419 Simons Rd, Zephyrhills, FL 33541

Parcel/Tax ID No.: 04-26-21-0000-00200-0000

Legal Description:

Commence AT SE Corner OF NE 1/4 OF NW 1/4 OF SE 1/4 TH W 700 FT TH N PARALLEL TO E BDY 780 FT TH E 700 FT TH S TO POB OR 122 PG 175 OR 760 PG 1227 OR 7896 PG 1672.

12.53 acres MOL

The Future Land Use classification is hereby amended from County RES-6 to City RU (Residential Urban) and the zoning designation is hereby rezoned from County AR to City R4 (Multi-Family Residential) and included within the boundaries of the City of Zephyrhills, Florida.

Section 4. The following conditions are provided and included as part of subject ordinance:

- 1.) Future development on subject property shall require an updated traffic study that assesses the operational impacts of the proposed development / uses to determine if turn lanes are required;
- 2.) Future development on subject property shall require a City tree removal permit / tree replanting / mitigation prior to the removal of trees on subject property;
- 3.) The owner / developer shall convey at no cost to the City Of Zephyrhills ROW along Simons Rd and to be reflected on future site plan / plat(s). In addition, the owner/developer and its successors and assigns, shall design, construct, permit and obtain at no cost to the City, any and all permits required by other agencies for appropriate drainage/retention facilities on the owner's/developer property or another site acceptable to the City Of Zephyrhills. Plans should include: initial and future travel lanes, sidewalks, bike lanes, trails, medians and other roadway appurtenances as required;
- 4.) ROW may be transferred by perpetual ROW easement, fee simple deed, or dedicated as determined by City Staff. All conveyances shall occur prior to approval of the future engineered site plan or final plat. All conveyances shall be clear of all liens and encumbrances, including exemption from all covenants and deed restrictions;
- 5.) The future engineered site plan / subdivision plat shall reflect road /access / turn lanes improvements as indicated in the future final traffic study;
- 6.) The owner /applicant acknowledges that any provisions of Zephyrhills ordinances not specifically waived shall be in full force and effect;
- 7.) A pre-application meeting shall be conducted with the future engineer / City Planning Department prior to submittal of a preliminary site plan (all phases);
- 8.) The owner/applicant shall submit a preliminary site plan for review and approval in accordance with all requirements of Articles 6 and 7 of the City's Land Development Code;
- 9.) All future construction / stormwater management shall comply with the City's basins of special concern ordinance and obtain required permit(s) from SWFWMD;
- 10.) A City ROW use permit and required utility permits shall be obtained and provided to the City of Zephyrhills Planning Department;
- 11.) The two existing home sites / parcels shall be allowed to remain. Future redevelopment of subject homes / parcels shall constitute a PUD master plan modification and review / approval from the City of Zephyrhills (PUD Master Plan for subject property - Exhibit A).
- 12.) Future final plans for non-residential development shall be reviewed to ensure parking requirements are satisfied;
- 13.) Applicant / property owner shall dedicate to the City of Zephyrhills a pad ready site (clearing & grubbing) as defined on the Master plan as "Indoor Tennis center" / adjoining parking with no financial compensation;
- 14.) Secondary access is required / recommended to connect to the SVB Tennis parking lot;
- 15.) Cross parking and access agreements are required to provide access between SVB Tennis Center and Simons property and access easements to the two outparcels;
- 16.) A Development Agreement shall be developed between the applicant and the City of Zephyrhills formalizing agreements.

LEGAL DESCRIPTION
(LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA)

"COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, THENCE RUN WEST 700 FEET, THENCE NORTHERLY 780 FEET PARALLEL TO THE EAST BOUNDARY LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, THENCE EAST 700 FEET TO SAID EAST BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THENCE RUN SOUTH TO THE POINT OF BEGINNING."

CONTAINING 12.526 ACRES, MORE OR LESS.

SITE DATA

PARCEL ID: 04-26-21-0000-00200-0000
S/T/R: 04-26-21
SITE AREA: 545,626 SF (12.526-ACRES)
EXISTING ZONING: AGRICULTURAL DISTRICT (A-C)
PROPOSED ZONING: PLANNED UNIT DEVELOPMENT (PUD)
EXISTING FUTURE LAND USE: RES-6
PROPOSED FUTURE LAND USE: MIXED USE (MU)
EXISTING USE: TWO SINGLE FAMILY DETACHED RESIDENCES
WATER/WASTEWATER SERVICE AREA: CITY OF ZEPHYRHILLS
FLOODZONE: "X" PER FEMA PANEL 12101C0289F
STORMWATER: BASIN OF SPECIAL CONCERN

AREA BREAKDOWN
EXISTING SITE AREA: SITE AREA: 545,626 SF (12.526-ACRES)
OUTPARCEL "A": 1.65-ACRES (NOT INCLUDED)
OUTPARCEL "B": 0.75-ACRES (NOT INCLUDED)
RIGHT OF WAY DEDICATION: 0.542-ACRES
HEALTHIER STAY PROJECT (PD PLAN): 9.584-ACRES

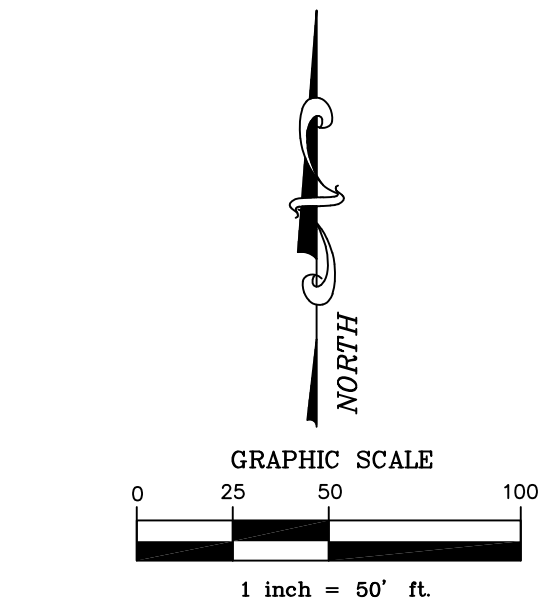
LEGEND

--- EXISTING PROPERTY LINE

▨ PROPERTY TO BE DEDICATED AS RIGHT OF WAY

■ PROPOSED BUILDING

■ PROPOSED PAVEMENT



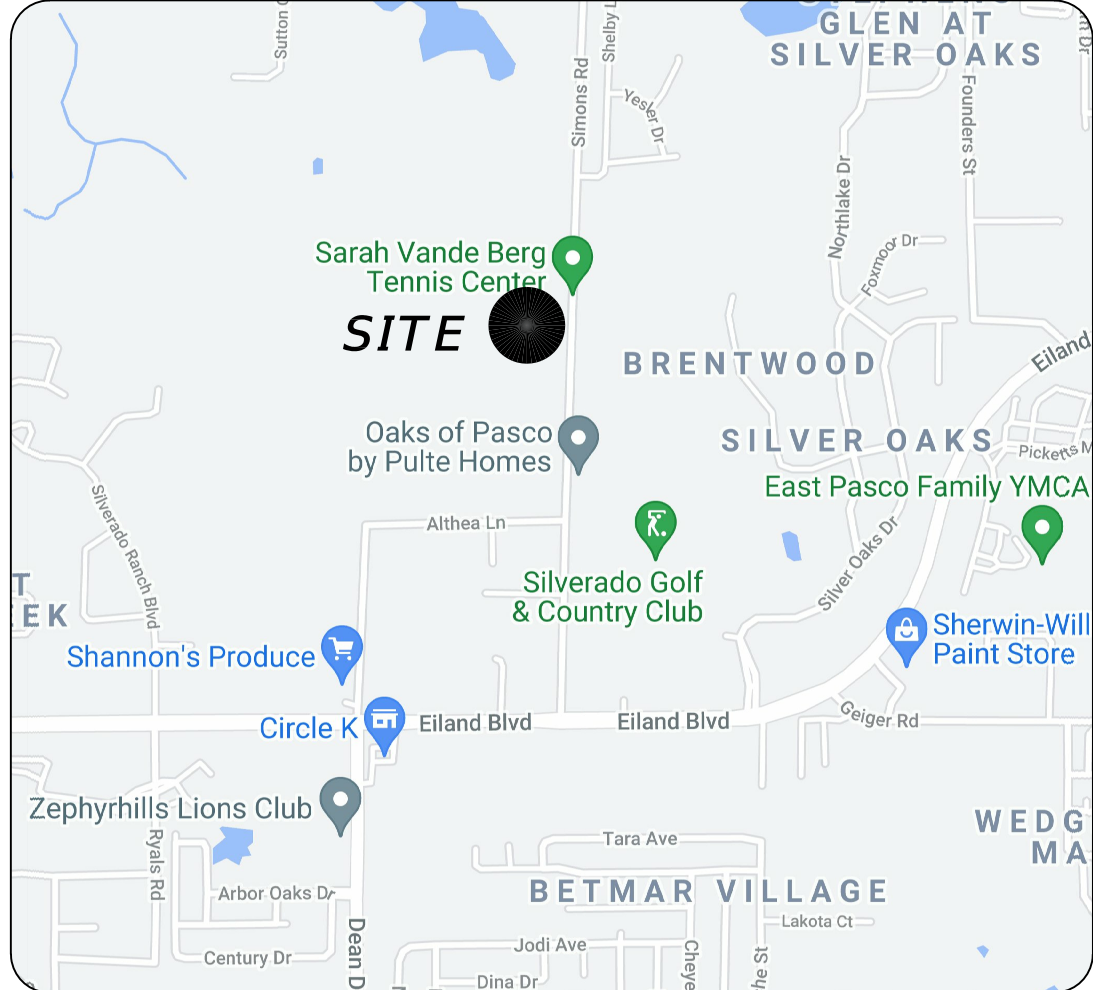
DEVELOPMENT CRITERIA

RESIDENTIAL
PROJECT AREA: 5.51-ACRES
PROPOSED DENSITY: 10 UNITS / ACRE (MAX.)
SETBACKS:
FRONT: 25'
SIDE: 7.5'
REAR: 25'
MINIMUM LOT WIDTH:
SINGLE FAMILY ATTACHED: 60-FEET
SINGLE FAMILY DETACHED: 20-FEET
HEIGHT: TWO STORY MAXIMUM
PRIVATE RIGHT OF WAY WIDTH:
ONE WAY-25'; TWO WAY-40'

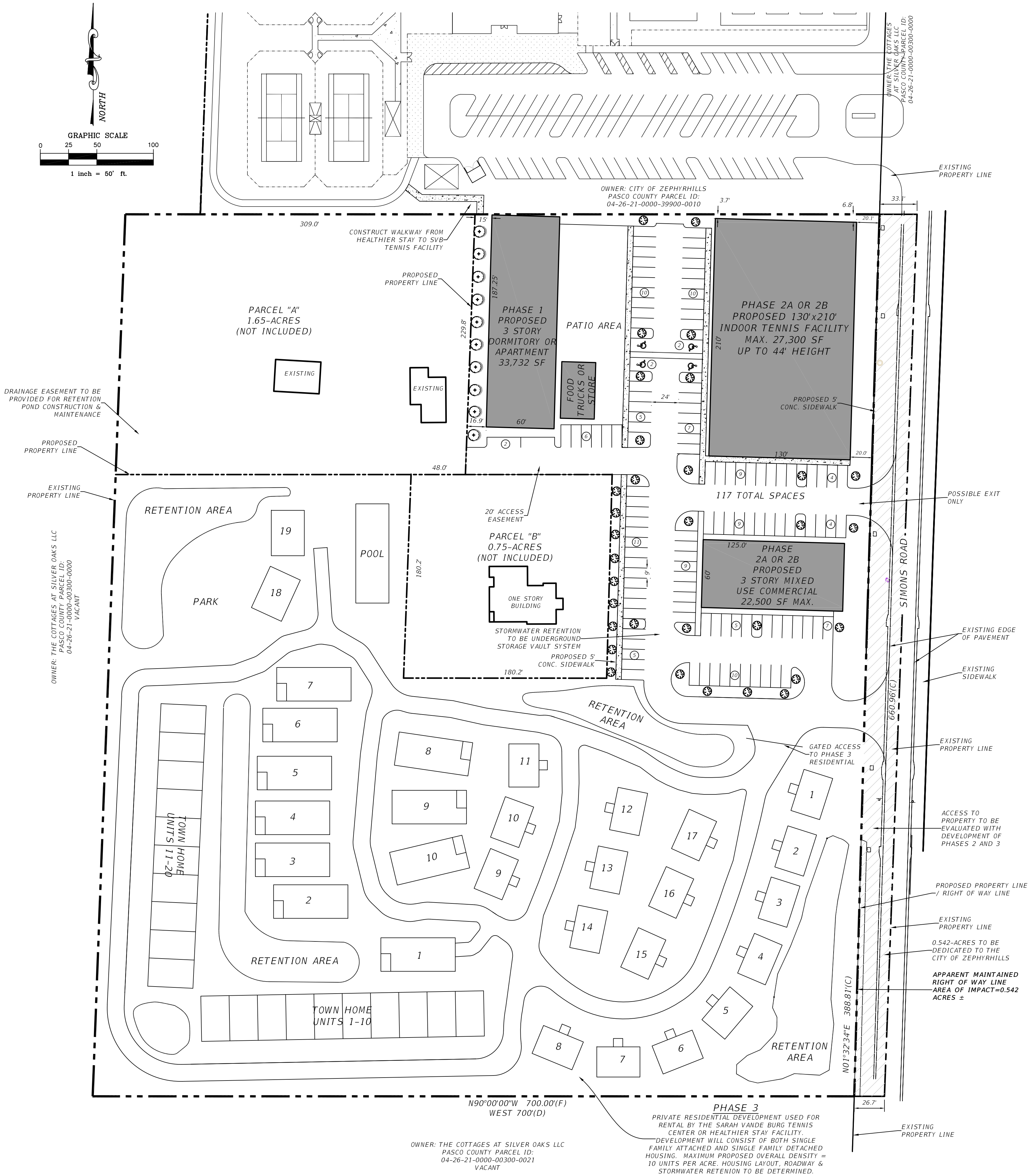
COMMERCIAL
PROJECT AREA: 4.07-ACRES
PROPOSED F.A.R.: 85,032 / 177,293 = 0.48 (0.50 MAX)
SETBACKS:
FRONT: 20'
SIDE: 0'
REAR: 10'
HEIGHT: 48' MAXIMUM
PARKING:
PHASE 1 LIVING SPACE: PROVIDED AT ADJACENT SVB TENNIS CENTER
PHASE 2 INDOOR TENNIS BUILDING:
NA - SHARED PARKING WITH SVB, HEALTHIER STAY AND OTHER OFFSITE PROPERTY
PHASE 2 MIXED USE BUILDING:
22,500 SF @ 5 SPACES / 1000 SF = 113 SPACES
TOTAL REQUIRED PARKING = 113 SPACES
TOTAL PROVIDED PARKING = 117 SPACES



VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.



1	06/15/21	REVISED LAYOUT
0	05/26/21	PD SUBMITTAL
NO.	DATE	REVISION

CPWG ENGINEERING, INC.
3918 N. HIGHLAND AVE.
TAMPA, FL
813-361-2644



MICHAEL STALZER, PE
FLORIDA REG. PROF. ENGINEER No.: 79953

DEVELOPER:
SVB PROPERTIES, LLC.
6585 SIMONS ROAD
ZEPHYRHILLS, FL 33541

HEALTHIER STAY

PLANNED DEVELOPMENT
PLAN

SHEET NUMBER
1
OF 1 SHEETS

CITY MANAGER'S REPORT 4.1

Jeffries House and Carriage House RFP Bid Award

Issue:

Approval of final ranking for RFP 35-21-02 Lease of the Historic Jeffries and Carriage House.

Background:

The RFP 35-21-02 Lease of the Historic Jeffries and Carriage House was released on May 16, 2021 deadline for responses was August 16, 2021. The solicitation was distributed online through BidNet Direct, RFP was advertised in The Tampa Bay Times, Orlando Sentinel and social media outlets and staff provided tours of the properties.

The City received three responses to the RFP: Tina and Joe's Café, Flower's by Annie, and Shell's Killer Bakery. The Evaluation Committee consisting of CRA Director Gail Hamilton, City Building Official Bill Burgess, City Senior Planner Rodney Corriveau, and Pasco County Economic Development Agency, Mike Bishop, reviewed the responses and the Committee was unanimous in their rankings of responses:

1. Tina and Joe's Café
2. Flower's by Annie
3. Shell's Killer Bakery

Based on the feedback from the Committee Tina and Joe's Café response met all of the criteria listed in the RFP therefore, it was the consensus of the Committee there was no need to proceed with the interview process.

Attachment(s):

1. Responses to RFP 35-21-02
2. RFP 35-21-02 Summary
3. RFP 35-21-02 Written Ranking

Fiscal Impact:

N/A

Staff Recommendation:

The Evaluation Committee recommends their unanimous ranking of the responses:

1. Tina and Joe's Café

2. Flower's by Annie
3. Shell's Killer Bakery

Once approved by the City Council, negotiations will begin with the first ranked business, Tina and Joe's Café on a long-term lease agreement, City Council will have final approval on lease agreement.

Responses - 35-21-02 - Lease for Jeffries & Carriage House

August 16, 2021

Company Name	Point of Contact	Phone Number	Email	Address	City State Zip	Jeffries	Carriage	Jeffries & Carriage
Blooms by Annie	Eileen Ann Wsterman	727-301-6906	eawestermann2016@gmail.com	39425 Wilds Rd	Dade City, FL		Yes-Only	
Shells Killer Bakery	Shelley Giard	352-346-1404	shellskillerbakery@gmail.com	1658 Tallulah Terr	Wesley Chapel, FL	Yes-Only		
Tina & Joe's Café	Tina & Joe Novak	813-997-1792	tinajoescafe@gmail.com	37936 Tucker Rd	Zephyrhills, FL			Yes - Both

Written and Interview

	Written	Interview	Total	
Blooms by Annie	297	0	297	2
Shell's Killer Bakery	242	0	242	3
Tina & Joe's Café	384	0	384	1
Totals	0	N/A		

Written Ranking

RFP 35-21-02 - Lease of City Properties

Evaluator: Rodney Corriveau		Blooms By	Shell's Killer	Tina & Joe's	Total
	Points	Annie	Bakery	Café	
Building Use Proposal	40	30	20	35	85
Lease of City Properties	20*	5	5	20	30
Financial Capability	15	5	5	15	25
Experience	15	15	10	15	40
Forms & Employment Opportunities	10	10	7	10	27
Total	100	65	47	95	207
Comments					
BYA-Well Known in national media					
SKB-Has good following locally					
TJC-prosperity to credta greatest number of jobs; established; credit worthy					
Evaluator: Gail Hamilton		Blooms By	Shell's Killer	Tina & Joe's	Total
	Points	Annie	Bakery	Café	
Building Use Proposal	40	35	35	40	110
Lease of City Properties	20*	10	10	20	40
Financial Capability	15	10	5	15	30
Experience	15	15	10	15	40
Forms & Employment Opportunities	10	5	5	10	20
Total	100	75	65	100	240
Comments					
BBA-Although City migh look at selling Carriage House this is not the time. Parking will be an issue between buildings and during renovations Carriage House was always considered part of the Jeffries.					
SKB-Just not ready for size building. Not as much experience as other applicant					
TJC-Has following within Tampa Area; 7 years experience, Full service Restaurant; will use porch & grounds; will drawn people to the area					

Evaluator: Bill Burgess		Blooms By	Shell's Killer	Tina & Joe's	Total
	Points	Annie	Bakery	Café	
Building Use Proposal	40	35	35	40	
Lease of City Properties	20*	8	10	20	
Financial Capability	15	13	8	13	
Experience	15	13	12	13	
Forms & Employment Opportunities	10	8	10	10	
Total	100	77	75	96	0
Comments					
BBA-Proposal was for purchase SKB-Concerns in regards to financials TJC-Top applicant earned top points as starting point					
Evaluator: Mike Bishop		Blooms By	Shell's Killer	Tina & Joe's	Total
	Points	Annie	Bakery	Café	
Building Use Proposal	40	30	25	35	
Lease of City Properties	20*	10	10	18	
Financial Capability	15	15	5	15	
Experience	15	15	5	15	
Forms & Employment Opportunities	10	10	10	10	
Total	100	80	55	93	228
Comments					
BBA-Has extensive experience in her industry and could be a great addition to the historic downtown area. SKB-Has very good reviews of their product, however their financial strength & experience in business are a question mark. TJC-Great fit based on their experience and their proposed use.					

Total	297	242	384
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CITY MANAGER'S REPORT 4.2

Change Order 023 - Sarah Vande Berg Tennis Center - J.O. DeLotto & Sons, Inc.

Issue:

Water Connection Fee - \$46,650

The fee was not included in the Guaranteed Maximum Price. The contractor believed the fees would be waived because it was a City project.

Duke Energy Aid to Construct - \$23,819

This is the cost to run underground from Simons Road onto the site. The fee was not anticipated, therefore not included in the Guaranteed Maximum Price

French Drain South of Courts - \$3,800

During construction of the south courts, sections of the court remained soft and spongy. It was determined a French Drain was required to intercept water that was seeping South to North under the courts. The drain was installed and the issue was resolved.

Upgrade of lift station - \$5,350

Construction plans prepared by CED, Inc. did not specify a provider for the lift station, because the City was not going to operate the lift station. It was decided during construction that the City Utility Department would operate/maintain the lift station. At that time, it was requested that our preferred provider (Barney's) be utilized for installation.

Rough in for fire alarm - \$1,386

The rough in was not included in the plans because it is not required by Code. However, during construction, staff felt it smart to construct the rough in for future use should the occupancy type change or City decide to install.

Monument sign - \$6,849

The entrance monument sign cost more than was allotted for in the sign allowance. The major driver on the overrun was the internal lighting of the sign that was not anticipated.

Pickelball perimeter fence to 6' - \$7,131

Plans called for a mixture of 5' and 6' fencing around the perimeter of the facility. Staff made the decision to install 6' for a uniform look to the facility perimeter.

Fans in patio ceiling - \$4,640

Fans were not included on the construction plans. Staff decided that fans be added to the patio area to help cool the guests as they sit on the patio. The cost increase includes the cost of the

fans and additional electrical work to run the need power to the patio area.

Gym electrical extras - \$4,634

This cost was not included in the Guaranteed Maximum Price. It was decided that additional outlet locations were needed to adequately supply power to the different types of equipment needed/supplied in the gym.

Awning of gym door - \$1,450

The awning over the door was not included in the construction plans, therefore not in the GMP.

After a few rain events, it was discovered that an awning was needed over the door to help keep water out of the building. Staff decided it was important to add.

Background:

During the construction phase of the SVB Tennis Center, multiple items/additions were made to the project, which caused an increase to the contract amount, by \$105,709.00 or 2.1%. Below you will find the added items with a brief description of the overage.

Attachment(s):

1. Change Order 023 - Sarah Vande Berg Tennis Center - J.O. DeLotto & Sons, Inc.

Fiscal Impact:

Funding of \$105,709 will come from General Fund contingency. The GF contingency currently has a balance of \$532,842; after covering the change order the balance will be reduced to \$427,133.

Staff Recommendation:

Staff recommends approval of change order 023.

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Sarah Vande Berg Tennis Center Zephyrhills, Florida	CONTRACT INFORMATION: Contract For: General Construction Date: March 22nd, 2018	CHANGE ORDER INFORMATION: Change Order Number: 023 Date: 09/03/2021
OWNER: <i>(Name and address)</i> City of Zephyrhills 5335 8th Street Zephyrhills, FL 33542	ARCHITECT: <i>(Name and address)</i> FleischmanGarcia Architecture 324 Hyde Park Avenue Suite 300 Tampa, FL 33606	CONTRACTOR: <i>(Name and address)</i> J.O. DeLotto & Sons Inc. 924 E. Busch Blvd. Tampa, FL 33612

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Water Connection Fees	\$ 46,650.00
Duke Energy Aid to Construction	\$ 23,819.00
French Drain South of Courts 1 & 2	\$ 3,800.00
Upgrade to Barney's Lift Station	\$ 5,350.00
Rough in for Future Fire Alarm	\$ 1,386.00
Monument Sign Allowance	\$ 6,849.00
Increase Pickleball Perimeter	
Fence to 6'-0"	\$ 7,131.00
Oversized Fans in Patio Ceiling	\$ 4,640.00
Gym Electrical Extras	\$ 4,634.00
Awning over Gym Doors	\$ 1,450.00

Total Change Order #23 **\$105,709.00**

The original Contract Sum was	\$ 4,994,339.00
The net change by previously authorized Change Orders	\$ -1,055,056.24
The Contract Sum prior to this Change Order was	\$ 3,939,282.76
The Contract Sum will be increased by this Change Order in the amount of	\$ 105,709.00
The new Contract Sum including this Change Order will be	\$ 4,044,991.76
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FleischmanGarcia Architecture ARCHITECT <i>(Firm name)</i>	J.O. DeLotto & Sons Inc. CONTRACTOR <i>(Firm name)</i>	City of Zephyrhills OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
Sol Fleischman, Jr., AIA, Managing Principal	Craig D. Lamberson, President	W. Alan Knight, City Council President
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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User Notes: (3B9ADA41)

Item No.	Scope of Work Description	Amount	Narrative
1	Water Connection Fee	\$ 46,650.00	Not in the GMP. Could be considered an Allowance Reconciliation for the \$1,200 Tap Fee Allowance.
2	Duke Energy Aid to Construction	\$ 23,819.00	Not in the GMP
3	Installation of Artificial Turf by Tenant Selected Contractor	Tenant Responsibility	USTA Grant was for \$85,000. Actual Cost of work exceeded Grant Amount due to cost of turf, added sidewalks and laser grading not included in turf price. DeLotto was directed to use the chosen Vendor and received no Fee on the added work. DeLotto received no compensation for extensive supervision necessary to direct and assist turf contractor to complete work.
4	French Drain South of Courts 1 & 2	\$ 3,800.00	Contract Extra not in the GMP
5	Retaining Wall and Drainage South of Padel	Tenant Responsibility	Padel Court installer directed a redesign of drainage flow at the very last minute. To accommodate, flow was changed from West to East to North to South which required a retaining wall and additional drainage. Padel Court slab is listed as a Contract Allowance.
6	Cost Increase to upgrade to a Barney's Lift Station	\$ 5,350.00	COZ Water Department requested using City's preferred Lift Station provider. A different provider was included in the Engineering plans completed by CED.
7	Rough In for Future Fire Alarm	\$ 1,386.00	Not in the GMP. Code did not require facility to have a Fire Alarm system. However, rough-in for the future was installed as an extra.
8	Monument Sign Allowance	\$ 6,849.00	Monument Sign Allowance Overrun
10	Increase Pickleball Perimeter Fencing to 6'-0"	\$ 7,131.00	6' Fencing and Gate Allowance Overrun
11	Oversized Fans in Patio Ceiling	\$ 4,640.00	Not in the GMP. Could be considered part of the Tennis Center Clubhouse Allowance.
12	Gym Electrical Extras	\$ 4,634.00	Not in the GMP. Could be considered part of the Tennis Center Clubhouse Allowance.
13	Awning Over Gym Doors	\$ 1,450.00	Not in the GMP. Could be considered part of the Tennis Center Clubhouse Allowance.
TOTAL		\$ 105,709.00	

CITY ATTORNEY'S REPORT 5.1

First Reading of Resolution 781-21 Hangar Rental and Other Fees

Issue:

Request Council's approval of the Proposed Hangar Rental and Other Fees for the Zephyrhills Municipal Airport.

Background:

In October 2017, Resolution No. 667-13 Hangar Rental and Other Fees was amended with Resolution 743-17 to update services provided at the Zephyrhills Municipal Airport. Hangar 3's pricing has been increased to coincide with other hangar pricing following renovations.

Attachment(s):

1. Resolution No. 781-21 Proposed Hangar Rental and Other Fees
2. Comparison of Current and Proposed Fees

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council's approval of the proposed fees.

Airport Authority Recommendation:

The Airport Authority Board unanimously recommends approval of the proposed fees.

RESOLUTION NO. 781-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING RESOLUTION 743-17, PROVIDING FOR A SCHEDULE OF FEES FOR THE RENTAL OF HANGARS AND OTHER FEES CONNECTED TO AVIATION AND NON AVIATION SERVICES AT THE ZEPHYRHILLS MUNICIPAL AIRPORT.

WHEREAS, the City Council adopted Resolution 667-13 enacting fees for T-Hangar rental and other services provided at Zephyrhills Municipal Airport; and

WHEREAS, the City Council of the City of Zephyrhills, Florida finds it necessary to enact a Schedule of Fees for the Zephyrhills Municipal Airport which includes additional services and some fee adjustments; and

WHEREAS, the fees are reasonably set for the mid-Florida region and for the actual costs of performing the related administrative functions and services.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Zephyrhills Florida sets the schedule of fees for the rental of hangars and other related fees at the Zephyrhills Municipal Airport as follows:

AERONAUTICAL USE FEES

Full T-Hangar #3	\$255.00 Monthly, Daily \$50
Full T-Hangar (all other)	\$255.00 Monthly, Daily \$50
Half Size T-Hangar #3	\$127.50 Monthly
Half Size T-Hangar (all other)	\$127.50 Monthly
Shade Hangar	\$125.00 Monthly
Tie-down Grass Parking	\$ 35.00 Monthly, Daily \$8
Tie-down Pavement Parking	\$ 40.00 Monthly, Daily \$8
Paved Parking, Twin - Helo	\$ 45.00 Monthly, Daily \$8
Turbo Prop or Jet Ramp Parking	\$ 25.00 Turbo/Daily – \$50.00 Jet/Daily
Large Aircraft Park (>12,500lbs)	\$125.00 Monthly, Daily \$20 (add'l \$60 mo. after 180 days)
Blimp Remote Area Parking	\$ 160.00 Daily, first four days, add'l \$30 day after four
Non-Airworthy Aircraft Parking	Six months written notification to owner, add'l \$30 mo /acft removal by end of month 12.
Banner Tow - non based operator	\$100 Daily first 3 days, then \$50 daily. Permit & Insurance
Powered Parachute/trailerred Acft	\$300 Annual Fee, Pilot Briefing by Staff, Airport Permit
Parachute use fee	\$.10 Cents per parachute landing
Fuel Flowage Fee/ Gallon	\$.06 Cents, increase up to max of 1 cent year to .10 cents
Ground Power Unit	\$40.00 hr (or portion-hr), 1hr free w/min 60 gals fuel sale
Ramp day use fee	\$75.00 for commercial operators if no fuel purchased or 100 gallon minimum
FBO Staff Call Back	\$100.00 min per first two hours, min per hour after first two
Aeronautical land day use	\$75.00 per day per acre, may be waived - acft fuel sales or City event co-sponsored. N/A Air Show events.
T-Hangar Keys/Locks	\$75.00 Lock replacement, \$20 key replacement. Same day key loan requires deposit.

RELATED AIRPORT FEES

Parking vehicle, small trucks	\$ 35.00 Month min. (15 days pro-rate), \$8.00 Daily
Trailers large trucks RV's	\$ 45.00 Month min. (15 days pro-rate)
Conference Room (small)	\$ 25.00 per 4 hr block, \$50 deposit clean up
Airport Staff Safety Officer	\$ varies by employee, min two hrs @150% of OT hour rate
Non City/Non Aviation events	\$ 400 min day for up to two acres, add'l acres \$100 min day
Late Fee	\$25.00 flat fee – 10 day grace period

The effective date of this Resolution is September 13, 2021.

PASSED AND ADOPTED by the City Council of the City of Zephyrhills, Florida sitting in regular session this 13th day of September, 2021.

ATTEST: _____
Lori L. Hillman, MMC - City Clerk

W. Alan Knight, Council President

Gene Whitfield, Mayor

Approved as to legal form and legal content.

Matthew E. Maggard, City Attorney

RESOLUTION NO. 743-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING RESOLUTION 667-13, PROVIDING FOR A SCHEDULE OF FEES FOR THE RENTAL OF HANGARS AND OTHER FEES CONNECTED TO AVIATION AND NON AVIATION SERVICES AT THE ZEPHYRHILLS MUNICIPAL AIRPORT.

WHEREAS, the City Council adopted Resolution 667-13 enacting fees for T-Hangar rental and other services provided at Zephyrhills Municipal Airport; and

WHEREAS, the City Council of the City of Zephyrhills, Florida finds it necessary to enact a Schedule of Fees for the Zephyrhills Municipal Airport which includes additional services and some fee adjustments; and

WHEREAS, the fees are reasonably set for the mid-Florida region and for the actual costs of performing the related administrative functions and services.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Zephyrhills Florida sets the schedule of fees for the rental of hangars and other related fees at the Zephyrhills Municipal Airport as follows:

AERONAUTICAL USE FEES

		Updated Fees
- Full T-Hangar #3	\$225.00 Monthly, Daily \$35	\$255 Mo., Daily \$50
- Full T-Hangar (all other)	\$255.00 Monthly, Daily \$35	Daily \$50
- Half Size T-Hangar #3	\$112.50 Monthly	\$127.50 Mo.
Half Size T-Hangar (all other)	\$127.50 Monthly	
Shade Hangar	\$125.00 Monthly	
Tie-down Grass Parking	\$35.00 Monthly, Daily \$8	
Tie-down Pavement Parking	\$40.00 Monthly, Daily \$8	
Aerocenter Hangar Parking	\$265.00 Monthly, Daily \$60 (< 41ft Wingspan) N/A	
Aerocenter Hangar Parking	\$290.00 Monthly, Daily \$70 (> 41ft Wingspan) N/A	
Paved Parking, Twin - Helo	\$45.00 Monthly, Daily \$8	
- Turbo Prop or Jet Ramp Parking	\$50.00 Monthly, Daily \$12	Turbo/Jet Daily \$25/\$50
Large Aircraft Park (>12,500lbs)	\$125.00 Monthly, Daily \$20 (add'l \$60 mo. after 180 days)	
Blimp Remote Area Parking	\$160.00 Daily, first four days, add'l \$30 day after four	
Non-Airworthy Aircraft Parking	Six months written notification to owner, add'l \$30 mo /acft removal by end of month 12.	
Banner Tow - non based operator	\$100 Daily first 3 days, then \$50 daily. Permit & Insurance	
- Powered Parachute/trailerred Acft	\$200 Annual Fee, Pilot Briefing by Staff, Airport Permit	\$300 Annual Fee
Parachute use fee	\$.10 Cents per parachute landing	
Fuel Flowage Fee/ Gallon	\$.06 Cents, increase up to max of 1 cent year to .10 cents	
Ground Power Unit	\$40.00 hr (or portion-hr), 1hr free w/min 60 gals fuel sale	
- Ramp day use fee	\$25.00 for commercial operators if no fuel purchase	\$75 or 100gals min.
- FBO Staff Call Back	\$75.00 min per first two hours, min per hour after first two	\$100
Aeronautical land day use	\$75.00 per day per acre, may be waived - acft fuel sales or City event co-sponsored. N/A Air Show events.	
T-Hangar Keys/Locks	\$75.00 Lock replacement, \$20 key replacement. Same day key loan requires deposit.	
Annual Advance Payments	Credit Card Discount 7%, Cash Discount 10%, all refunds by city check. N/A	

RELATED AIRPORT FEES

- Parking vehicle, small trucks	\$35.00 Month min. (15 days pro-rate)	\$8 Daily
Trailers large trucks RV's	\$45.00 Month min. (15 days pro-rate)	
Conference Room (small)	\$25.00 per 4 hr block, \$50 deposit clean up	
Airport Staff Safety Officer	\$ varies by employee, min two hrs @150% of OT hour rate	
Non City/Non Aviation events	\$400 min day for up to two acres, add'l acres \$100 min day	
- *Late Fee	\$25 Flat Fee - 10 Day Grace Period	\$25 Flat Fee

*Current Late fee \$5.00 per Rental Agreement - 10 Day Grace period.

CITY ATTORNEY'S REPORT 5.2

First Reading of Resolution 781-21 "Z" Event Center Fees

Issue:

Resolution No. 782-21
Airport "Z" Event Center Fees

Background:

In November 2017, Resolution No. 745-17 established fees relating to the rental of the airport venue. Staff have proposed the following changes:

- Removal of fire personnel fees as the City no longer provides Fire/EMS Services;
- Removal of police personnel fees as fees established do not cover the cost of off-duty officers. Special Event applicants are currently charged separately for police personnel based on the off-duty officer/supervisor per hour worked (minimum 3 hours), the number of required officers/supervisors, and if the event includes alcoholic beverages.
- Removal of employee labor/cleanup fees.
- Simplify event costs by combining fees for events with 1,000 attendees or less; and utilizing the average for events with more attendees.

Revenue fees for the event center should be allocated to the Zephyrhills Municipal Airport for usage of airport property for temporary events.

Attachment(s):

1. Resolution 745-17 Airport Venue Fees
2. Resolution 782-21 Venue Fees
3. Venue Comparison of Current Proposed Fees

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the fee changes for the airport "Z" Event Center.

RESOLUTION NO.: 745-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ZEPHYRHILLS, FLORIDA, ESTABLISHING RENTAL
PRICES AND FEES FOR THE AIRPORT VENUE.**

WHEREAS, the City of Zephyrhills owns and operates the Airport Venue; and

WHEREAS, the City Council of the City of Zephyrhills desires to establish prices for the rental of the Airport Venue.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida that the City Council does hereby establish the following prices for the rental of the Airport Venue:

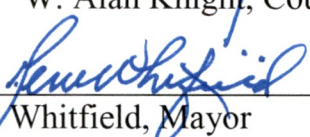
	0-500	501-1,000	1,001-5,000	5,001-10,000	10,000+
Fire Personnel			\$260	\$400	\$600
Electricity	\$20	\$20	\$35	\$35	\$35
Police Personnel		\$130	\$260	\$620	\$680
Employee Labor/Clean-up	\$100	\$100	\$250	\$300	\$500
Fixed Asset Usage	\$20	\$100	\$100	\$200	\$200
Event Charge	\$300	\$590	\$1,265	\$1,935	\$2,615
Alcoholic Beverage Surcharge	\$60	\$120	\$250	\$390	\$520
Total Event with Alcoholic Beverages	\$360	\$710	\$1,515	\$2,325	\$3,135
Refundable Security Deposit	\$200	\$200	\$500	\$1,000	\$1,000

Approved and Resolved by the City Council of the City of Zephyrhills, Florida sitting in regular session this 27th day of November, 2017

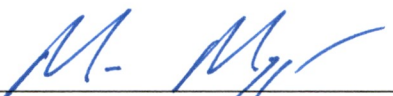
Attest:


Lori L. Hillman, CMC - City Clerk


W. Alan Knight, Council President


Gene Whitfield, Mayor

Approved as to legal form and legal content


Matthew E. Maggard, City Attorney

RESOLUTION NO. 782-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING RESOLUTION NO. 745-17 TO PROVIDE FOR A CHANGE IN RENTAL PRICES FOR THE “Z” EVENT CENTER.

WHEREAS, on November 27, 2017, the City Council of the City of Zephyrhills, Florida sitting in regular session, previously adopted Resolution No. 745-17 which established fees relating to the rental of the airport venue; and

WHEREAS, the City Council has determined an amendment is necessary to the fees set forth in Resolution No. 745-17; and

WHEREAS, the City of Zephyrhills owns and operates the airport venue, herein after referred to as the “Z” Event Center; and

WHEREAS, the City Council of the City of Zephyrhills desires to amend prices for the rental of the “Z” Event Center.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida that the City Council does hereby amend Resolution No. 745-17 as follows:

Section 1:

Fees Charged Per Event			
Event Fee	Estimated Attendance		
	0-1000	1001-5000	5001+
Event Charge	\$990.00	\$1,365.00	\$2,475.00
Alcoholic Beverage Surcharge	\$120.00	\$250.00	\$455.00
Refundable Security Deposit	\$200.00	\$500.00	\$1,000.00

Electricity will be charged at a rate of \$35.00 per day of event.

Fees associated with the event charge shall be allocated to the Zephyrhills Municipal Airport for usage of airport property.

Section 2. Any prior resolution or portion thereof establishing fees for the “Z” Event Center, previously known as the airport venue, that is inconsistent with this Resolution is hereby repealed.

Section 3. This Resolution shall become effective when passed by the City Council and signed by the Mayor.

Approved and Resolved by the City Council of the City of Zephyrhills, Florida sitting in regular session this 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

Gene Whitfield, Mayor

Approved as to legal form and content

Matthew E. Maggard, City Attorney

EXISTING VENUE FEES					
EXISTING FEE TYPE	ESTIMATED TOTAL ATTENDANCE				
	Column 1 0-500	Column 2 501-1000	Column 3 1001-5000	Column 4 5001-10,000	Column 5 10,001+
Fire Personnel	\$0.00	\$0.00	\$260.00	\$400.00	\$600.00
Police Personnel	\$0.00	\$130.00	\$260.00	\$620.00	\$680.00
Employee Labor/Cleanup	\$100.00	\$100.00	\$250.00	\$300.00	\$500.00
Electricity	\$25.00	\$25.00	\$35.00	\$35.00	\$35.00
Fixed Asset Usage	\$20.00	\$100.00	\$100.00	\$200.00	\$200.00
Event Charge	\$300.00	\$590.00	\$1,265.00	\$1,935.00	\$2,615.00
Alcohol Surcharge	\$60.00	\$120.00	\$250.00	\$390.00	\$520.00
Refundable Sec. Deposit	\$200.00	\$200.00	\$500.00	\$1,000.00	\$1,000.00

FEE CHANGES BREAKDOWN

- **Fire Personnel** fees have been removed as Fire/EMS services are no longer provided by the City.
- **Police Personnel** fees have been removed as Special Event applicants are charged separately for off-duty police personnel based on the number of officers/supervisors required for an event.
- **Employee Labor/Cleanup** has been removed as Special Event applicants are not currently charged for required Public Works Personnel

- **Electricity** will be charged at the current highest rate of \$35.00 on a **per day** basis.

- **Attendance 0-1000**

Event charges were combined from existing fees columns 1 and 2, with fixed asset usage, alcohol surcharge and refundable security deposit remaining from column 2.

Fixed Asset Usage:	Column 2	= \$100.00
Event Charge:	Column 1+2	\$300.00 + \$590.00 = \$890.00
New Event Charge 0-1000 Attendees:		\$990.00
Alcohol Surcharge:	Column 2	\$120.00
Refundable Sec. Deposit:	Column 2	\$200.00

- **Attendance 1001-5000**

Event charges were not changed.

Fixed Asset Usage:	No Change	= \$100.00
Event Charge:	No Change	= \$1,265.00
New Event Charge 1001-5000 Attendees:		\$1,365.00
Alcohol Surcharge:	No Change	\$250.00
Refundable Sec. Deposit:	No Change	\$500.00

- **Attendance 5001+**

The average cost of the event charges, fixed asset usage charges, and alcohol surcharges combined were taken from columns 4 and 5 to calculate a new event charge. Refundable security deposit remains unchanged.

Fixed Asset Usage:	(Column 4+5) ÷ 2	(\$200.00 + \$200.00) ÷ 2	= \$200.00
Event Charge:	(Column 4+5) ÷ 2	(\$1,935.00 + \$2,615.00) ÷ 2	= \$2,275.00
New Event Charge 0-1000 Attendees:			= \$2,475.00
Alcohol Surcharge:	(Column 4+5) ÷ 2	(\$390.00 + \$520.00) ÷ 2	= \$455.00
Refundable Sec. Deposit:	<i>No Change</i>		= \$1,000.00

PROPOSED NEW FEES			
Event Fee	Estimated Attendance (Fees Charged Per Event)		
	0-1000	1001-5000	5001+
Event Charge	\$990.00	\$1,365.00	\$2,475.00
Alcoholic Beverage Surcharge	\$120.00	\$250.00	\$455.00
Refundable Security Deposit	\$200.00	\$500.00	\$1,000.00
Electricity	\$35.00 per day		

CITY ATTORNEY'S REPORT 5.3

Approval of Ordinance No. 1429-21 Standards Relating to the Management of Stormwater

Issue:

The Department of Environmental Protection visited the City on July 29, 2021 to perform a records audit as part of the MS4 permit (Municipal Separate Sewer System). They reviewed Ordinance 732-99 and found two mistakes in the ordinance that they have requested we correct.

1. **Section 3-2-1** - Change the Florida Department of Environmental Regulation to Florida Department of Environmental Protection.
2. **Section 6-1(B)** - Change Chapter 17-302 FAC to Chapter 62-302 FAC.

The corrections are scrivener's errors and do not change the intent of the ordinance.

Background:

N/A

Attachment(s):

1. Ordinance 1429 HIGHLIGHTS Amend Ord. 732-99 Stormwater Compliance to Correct Scrivner's Error

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of Ordinance No. 1429-21.

ORDINANCE NO. 1429-21

AN ACT TO BE ENTITLED AN ORDINANCE BY THE CITY OF ZEPHYRHILLS ESTABLISHING STANDARDS RELATING TO THE MANAGEMENT OF STORM SEWER SYSTEM DISCHARGES AND ENHANCING THE QUALITY OF SURFACE AND GROUND WATER RESOURCES; PROVIDING FOR A SHORT TITLE; PROVIDING FOR FINDING OF FACTS; ESTABLISHING APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE CONTROL OF STORMWATER DISCHARGES TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) AND WATERS OF THE UNITED STATES; PROVIDING FOR THE CONTROL OF DISCHARGE OF STORMWATER FROM INDUSTRIAL ACTIVITIES AND CONSTRUCTION SITES; PROVIDING FOR THE CONTROL OF POLLUTANT CONTRIBUTION FROM INTERCONNECTED MUNICIPAL SEPARATE STORM SEWER SYSTEMS; PROVIDING FOR THE CONTROL OF NON-STORMWATER DISCHARGES; PROHIBITING ILLICIT DISCHARGES AND ILLICIT CONNECTIONS; PROVIDING FOR REPORTING AND CONTROL OF ILLICIT DISCHARGES AND ILLICIT CONNECTIONS TO THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND U.S. WATERS; PROVIDING AUTHORITY TO PERFORM INSPECTIONS AND MONITORING FOR COMPLIANCE; PROVIDING FOR MAINTENANCE OF CONTROL STRUCTURES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES AND PROCEEDINGS FOR INJUNCTION; PROVIDING FOR REPEALER OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the Federal Clean Water Act (CWA), Section 402(p)(2), certain political entities are required to implement stormwater management programs; and

WHEREAS, pursuant to the Clean Water Act requirements, the United States Environmental Protection Agency (EPA) has developed regulations under the National Pollutant Discharge Elimination System (NPDES) permit program published as Part 40 of the Code of Federal Regulations (C.F.R.) Section 122.26 on November 16, 1990, 55 FR 47990; and

WHEREAS, the United States Environmental Protection Agency (EPA) has designated through the National Pollutant Discharge Elimination System (NPDES) permit program that the City must provide documentation which establishes legal authority. Said legal authority must control through ordinance or other means the contribution of pollutants to the municipal storm sewer by storm water discharges associated with industrial activity, illicit discharges to the municipal separate storm sewer, and the discharge to a municipal separate storm sewer of spills, dumping or disposal of materials other than storm water; and

WHEREAS, the City of Zephyrhills hereby finds that they desire to protect and promote the public health, safety and general welfare through the management of stormwater runoff; and

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

ARTICLE 1 – GENERAL PROVISIONS

SECTION 1-1. SHORT TITLE

This Ordinance shall be known as the City of Zephyrhills Stormwater Quality Management Ordinance.

SECTION 1-2. FINDING OF FACTS:

The contribution of pollutants through discharges from storm sewer systems has a significant impact on receiving waters in City of Zephyrhills. Improperly treated discharges from industrial activities and interconnected Municipal Separate Storm Sewer Systems (MS4's) and illicit discharges from spilling, dumping or disposal of material other than stormwater to the Municipal Separate Storm Sewer System will adversely affect the quality of waters receiving such discharges. The United States Environmental Protection Agency (USEPA), pursuant to Title 40, Section 122.26 of the Code of Federal Regulations,, has mandated that municipalities provide the legal authority to control discharges to the Municipal Separate Storm Sewer System under the National Pollutant Discharge Elimination System (NPDES) Permit in order to control the quality of discharges from the Municipal Separate Storm Sewer System. The City of Zephyrhills, Florida, therefore finds it necessary and in the public interest, to protect the quality of waters receiving stormwater discharges, for the health, safety, and general welfare of the citizens of The City Zephyrhills.

SECTION 1-3. APPLICABILITY:

The regulations herein set forth shall apply to all the incorporated areas of The City Zephyrhills.

ARTICLE 2 – DEFINITIONS

SECTION 2-1. DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application. Use of the word “shall” means mandatory and not merely discretionary.

- A. BEST MANAGEMENT PRACTICES (BMP's) – Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce pollutants from entering the Municipal Separate Storm Sewer System (MS4) or being discharged from the MS4. BMP's include, but are not limited to, treatment methods and practices to control the discharge of pollutants.
- B. City – The City of Zephyrhills
- C. CITY COUNCIL – The City of Zephyrhills City Council
- D. CITY MANAGER – The City of Zephyrhills City Manager or his/her designee.
- E. CLEAN WATER ACT (CWA) - Amendments, passed in 1972 by Congress, to the Federal Water Pollution Control Act and commonly referred to as the Clean Water Act (CWA).

- F. CODE OF FEDERAL REGULATIONS (CFR) – The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.
- G. CONSTRUCTION ACTIVITIES – Includes such activities as clearing, grading, and excavation activities except operations that result in the disturbance of less than five (5) acres of total land area which are not part of a larger common plan of development or sale.
- H. COUNTY – Shall mean the unincorporated areas of Pasco County, a political subdivision of the State of Florida.
- I. DISCHARGE – Includes, but is not limited to, any release, spilling, leaking, seeping, pouring, emitting, emptying or dumping of any substance or material.
- J. FLORIDA ADMINISTRATIVE CODE (FAC) – An annotated official compilation of the rules and regulations of the State of Florida, published by the Florida Secretary of State.
- K. ILLICIT CONNECTIONS – Point source discharges to the City’s Municipal Separate Storm Sewer System or to water of the U.S., which are not composed entirely of stormwater and are not authorized by an NPDES Permit. Failure of an industrial facility or construction site to notify the City Manager of a connection to the City’s Municipal Separate Storm Sewer System constitutes an illicit connection.
- L. ILLICIT DISCHARGE – Any discharge to a Municipal Separate Storm Sewer System or to waters of the U.S. that is not composed entirely of stormwater, with the exception of discharges which are exempt pursuant to Section 6-1 of this Ordinance. Any discharge in violation of a NPDES permit shall constitute an illicit discharge.
- M. INDUSTRIAL ACTIVITIES - Activities which are conducted on properties designated for Industrial Land Use in accordance with the City of Zephyrhills Comprehensive Plan and/or at facilities identified by the U.S. EPA as requiring a NPDES stormwater permit under the definition of “Storm Water Discharge Associated with Industrial Activity” in Title 40, Section 122.26 of the Code of Federal Regulations or any amendment thereof.
- N. INSPECTION – Includes, but is not limited to any on-site physical examination of all facilities and grounds which may discharge to a Municipal Separate Storm Sewer System, a review of all records on operation and maintenance of facilities and the results of any monitoring performed for compliance with state, federal, and local regulations or permit conditions.
- O. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) – A conveyance or system of conveyances (including, but not limited to, roads with drainage systems, streets, catch basins, curbs, gutters, ditches, manmade channels or storm drains) owned or

operated by a local government that discharges to waters of the United States or connects to other MS4s, that is designated solely for collecting or conveying stormwater, and that is not part of a publicly owned treatment works (POTW) as defined by 40 CFR 122.2 or any amendment thereto.

- P. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) – The federal program for issuing, modifying, revoking, reissuing, terminating, monitoring and enforcing permits and imposing and enforcing pretreatment requirements under Sections 307, 402, 318, and 405 of the CWA.
- Q. PERSON – Any individual, partnership, firm, organization, corporation, association or other legal entity, whether singular or plural, as the context may require.
- R. POINT SOURCE – Any discernible and confined conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, container, rolling stocks, concentrated animal feeding operation, vessel, or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture.
- S. POLLUTANT – Means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munition, chemical wastes, biological materials, radioactive, materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et. seq.)), heat wrecked or discharged equipment, rock, sand and industrial, municipal and agricultural waste discharged into water.
- T. STORMWATER – Surface runoff and drainage of water resulting from rainfall.
- U. WATERS OF THE UNITED STATES (U.S.) – As defined by the U.S. Environmental Protection Agency (USEPA) in Title 40, Section 122 of the Code of Federal Regulations or any amendments thereto.

ARTICLE 3 – CONTROL OF STORMWATER DISCHARGES

SECTION 3-1. STORMWATER DISCHARGES TO THE S4 AND U.S. WATERS:

- 3-1.1 Discharges to the City’s MS4 shall be controlled to the extent that such discharge will not impair the operation of the MS4 or contribute to the failure of the MS4 to meet any local state or federal requirements. Discharges to waters of the U.S. shall be controlled to the extent that the discharge will not adversely impact the quality or beneficial uses of the receiving water or result in violation of any federal, state or local laws.
- 3-1.2 Any person responsible for discharges determined by the City to be contributing to the degradation or impairment of the City’s MS4 or to waters of the U.S., either directly or through an MS4, shall provide corrective measures in accordance with a schedule approved by the City and may be subject to paying fines and damages.

SECTION 3-2. STORMWATER DISCHARGES FROM INDUSTRIAL ACTIVITIES
AND CONSTRUCTION SITES:

- 3-2.1 Stormwater from construction sites shall be controlled in such a way as to retain sediment on-site and prevent violations of state water quality standards, or NPDES permits. All erosion, pollution, and sediment controls required pursuant to the pollution prevention plan of a NPDES stormwater permit for construction or required pursuant to a state stormwater permit issued by either the Florida Department of Environmental **Regulation Protection** or the Southwest Florida Water Management District shall be properly implemented, maintained and operated.
- 3-2.2 Stormwater from areas of industrial activity shall be treated or managed on –site, using best management practices, in accordance with NPDES permits, prior to discharging to the City’s MS4 or to U.S. Waters. All stormwater discharges from the site shall be of a quality which will not adversely impact the water quality or beneficial uses of the receiving water.
- 3-2.3 The owners, or operators, of industrial facilities or construction sites which will discharge stormwater to the City’s MS4, must provide written notification to the City prior to discharging and receive approval.

SECTION 3-3. CONTROL OF POLLUTANT CONTRIBUTIONS FROM
INTERCONNECTED MS4s:

The discharge of stormwater between interconnected state, county, municipal or other MS4’s shall not impair the quality of the discharge from the receiving MS4. Owners of sections of an interconnected MS4 shall be responsible for the quality of discharge from their portion of the system and shall coordinate with the owners of the downstream segments prior to connections into their system.

ARTICLE 4 – CONTROL OF NON-STORMWATER DISCHARGES

Section 4-1. PROHIBITION OF ILLICIT DISCHARGES:

Any discharge, other than stormwater, to an MS4 or to waters of the U.S. which is not exempt under Section 6-1 of this Ordinance is considered an illicit discharge as defined in this Ordinance and is prohibited.

SECTION 4-2. REPORTING ILLICIT DISCHARGES OR ILLICIT CONNECTIONS:

Upon discovery of an illicit discharge or illicit connection, persons responsible for the discharge or the connection shall report their findings by telephone immediately to the City and follow within 48 hours and written notification.

SECTION 4-3. CONTROL OF ILLICIT DISCHARGES OR ILLICIT CONNECTIONS:

Persons responsible for illicit discharges or illicit connections shall immediately, upon notification or discovery, initiate procedures to cease discharging or provide suitable containment facilities until modifications are made to properly treat the discharge, or a NPDES permit is obtain. Such procedures shall include a requirement to obtain approval from the City Manager of a schedule for implementing proposed corrective measures.

ARTICLE 5 – INSPECTION AND MAINTENANCE OF SYSTEMS

SECTION 5-1. INSPECTION AND MONITORING FOR COMPLIANCE

City personnel shall be granted access for inspection of facilities discharging or suspected of discharging to the City’s MS4 or waters of the U.S. in order to evaluate and investigate the potential for release of materials other than stormwater or potential violations of any of the terms of this Ordinance. All structures and processes which allow discharges to the City’s MS4, as well as records concerning them, shall be made accessible to City personnel for monitoring of the quality of the discharges.

SECTION 5-2. MAINTENANCE OF CONTROL STRUCTURES:

Structural controls and other BMP’s used to reduce pollutants in stormwater discharges shall be operated and maintained so as to function in accordance with the permitted design or performance criteria in compliance with NPDES or other permit conditions. Operation and maintenance shall be done so as to assure treatment of stormwater or reduction in pollutants in stormwater discharges consistent with appropriate federal, state, water management district, or local rules or permit requirements.

ARTICLE 6 – EXEMPTIONS

Section 6-1. EXEMPTIONS:

The following activities shall be exempt from the requirements of this Ordinance:

A. Discharge from:

- water line flushing;
- landscape irrigation;
- uncontaminated ground water infiltration (as defined at 50 CFR 35.2005(20)) to separate storm sewers;
- uncontaminated pumped gas and water;
- discharges from portable water sources;

- air conditioning condensate;
 - irrigation water;
 - springs;
 - lawn watering;
 - individual residential car washing;
 - flows from riparian habitats and wetlands;
 - street wash waters;
 - discharges or flows from emergency fire fighting activities.
- B. Discharges which meet the water quality standards of Chapter ~~17-302~~ 62-302 FAC, and any amendment thereto.
- C. Discharges from facilities in compliance with the conditions of all required NPDES permits issued under the authority of the U.S. Environmental Protection Agency.

ARTICLE 7 – ORDINANCE ADMINISTRATION

SECTION 7-1. ENFORCEMENT, PENALTIES AND PROCEEDINGS:

- 7-1.1 This Ordinance shall be administered by the City Manager. All persons in violation of this ordinance shall address such violations immediately upon written notification by the City. Violations shall be addressed by providing a written response to the City Manager, requesting and outlining the temporary and permanent measures that will be taken to correct the violation and a proposed schedule for completion of each of the corrective measures. Proposals for corrective action are subject to the approval of the City Manager.
- 7-1.2 The City Manager is authorized to issue cease and desist orders in the form of written official notices sent by registered mail to the person(s) responsible for the violation. Specific activities and operations may be ordered to be ceased based upon the following conditions:
1. In a situation that may have a serious effect on the health, safety, or welfare of the public or the environment, including the operation of and quality of stormwater in the City's MS4.
 2. When irreversible or irreparable harm may result, in the reasonable opinion of the City Manager, and immediate cessation of the activity is necessary to protect the public or the environment, including the operation of and quality of stormwater in the County's MS4.

- 7-1.3 Any person who violates any section of this Ordinance may be prosecuted and punished as provided by Section 125.69 of the Florida Statutes. Each day of the violation shall constitute a separate offense, punishable by a fine not to exceed \$500.00 or by imprisonment in the County jail not to exceed 60 days, or by both such fine and imprisonment to the limits as set forth in Section 125.69, Florida statutes.
- 7-1.4 In addition to any fines which may be imposed by this Ordinance, persons responsible for a discharge which adversely impacts a receiving water shall be liable for all sampling and analytical costs incurred in monitoring the discharge, any State or Federal fines imposed as a result of the discharge and the cost of removing or properly treating the discharge for complete restoration of the quality of all receiving waters to the extent in which they were impaired.
- 7-1.5 In addition to the remedies provided herein, the City is authorized to make application in a court of appropriate jurisdiction for an injunction restraining any person from violating, or continuing to violate, any provisions of this Ordinance. Such application for injunction may also seek entry of a court order restoration and mitigation for any impacted land or waters.
- 7-1.6 The City may elect any or all of the above remedies concurrently, and the pursuance of one shall not preclude the pursuance of another.
- 7-1.7 Any fines or other funds received as a result of enforcement under this Ordinance which are not used for specific purposes set forth in this Ordinance shall be deposited in the Stormwater Management fund.

7-2. SEVERABILITY:

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

SECTION 7-2. INCLUSION IN CODE.

It is the intent of the City of Zephyrhills 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 renumber or relettered and the work “ordinance” may be changed to “section”, “article”, “regulation”, or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7-4. EFFECTIVE DATE

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

The foregoing Ordinance No. 1429-21 was read and passed on its first reading in open and regular meeting by the City Council of the City of Zephyrhills, Florida, on this 13th day of September, A.D., 2021.

Attest: _____
City Clerk, Lori Hillman W. Alan Knight, City Council President

The foregoing Ordinance No. 1429-21 was read and passed on it's second reading, following a public hearing, in open and regular meeting by the City Council of the City of Zephyrhills, Florida, on this 27th day of September, A.D., 2021.

Attest: _____
City Clerk, Lori Hillman W. Alan Knight, City Council President

The foregoing Ordinance No. 1429-21 was approved by me this 27th day of September, A.D., 2021.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney