



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, February 12, 2024
6:00 PM**

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

<https://meet.goto.com/701535149>

or dial in using your phone:

+1 (872) 240-3212 - Access Code: 701-535-149

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Lance A. Smith
Roll Call – City Clerk Lori Hillman
Invocation – Rosie Paulson
Pledge of Allegiance – Council President Lance A. Smith

1. MAYOR

- 1.1 American Water Works Association (AWWA) Florida Section Best Tasting Drinking Water Award
- 1.2 Award Winners of Photo Contest
 - 1. 1st Place - Skydivers - Raymond Adams
 - 2. 2nd Place - Clock Plaza in Downtown Zephyrhills - Pasco County Public Transportation
 - 3. 3rd Place - Ducks in Zephyr Park - Michael Claudy

2. CONSENT ITEMS

- 2.1 Approval of January 22, 2024 Meeting Minutes
 - 1. M01-22-2024
- 2.2 Approval of January 8, 2024 Meeting Minutes

1. M01-08-2024
- 2.3 Approval of December 11, 2023 Density Workshop Minutes
 1. M12-11-2023 Density Workshop
- 2.4 Approval of December 11, 2023 Meeting Minutes
 1. M12-11-2023
- 2.5 Approval of November 27, 2023 Density Workshop Minutes
 1. M11-27-2023 Density Workshop
- 2.6 Vortex Task Assignment for Lining of 15,000 feet of Gravity Sewer Mains
 1. Proposal - 2324917 - FY24 Pipe Lining 1.16.24
- 2.7 Appointment of Robert Page to the Airport Authority Board
 1. Robert Page
- 2.8 Approval of Task Assignment's with Jones Edmunds for the Water, Wastewater, and Reclaim Water Master Plans and Updates
 1. JE TA-24-02 Potable Water Master Plan
 2. JE TA24-03 Wastewater and Reclaimed Master Plans
- 2.9 Duke Energy Electric Vehicle (EV) Agreement No. 41-24-02
 1. DEF DCFC Site Host Agreement Final-No New Equipment-2024-City of Zephyrhills_encrypted_FINAL(30343969.1)
 2. def-fcf-1
3. UNFINISHED BUSINESS/PUBLIC HEARING
 - 3.1 Text Amendment to Turning Lane Standards

First Reading **ORDINANCE NO. 1474-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES SECTION 150.01; AND AMENDING TABLE 1 OF SECTION 7.003.01 (SECTION 1) AMENDING THE EXISTING DE MINIMUS AND TRAFFIC IMPACT ANALYSIS TRAFFIC STUDY REQUIREMENTS AND (SECTION 10) AMENDING THE TRANSPORTATION MITIGATION (TURN LANE CRITERIA) AND ROADWAY AND INTERSECTION IMPROVEMENTS CRITERIA; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE."**

 - A. City Council President opens Public Hearing
 - B. City Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1474-24 on the First Reading
 1. Hot Spot Map (2)
 2. KM Traffic Study Modifications (2)
4. BUSINESS ITEMS/PUBLIC HEARING
 - 4.1 Amend R4 Zoning Density from 20 units per acre to 14 units per acre

Second Reading **ORDINANCE NO. 1475-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES SECTION 150.01; AND AMENDING SUB-SECTIONS: 2.01.03.06 AMENDING THE MAXIMUM DENSITY IN MULTI-FAMILY RESIDENTIAL (R-4) ZONING FROM 20 TO 14 UNITS PER ACRE; AND TABLE 7.01.01 (DENSITY, AREA, HEIGHT AND BULK REQUIREMENTS) MULTI-FAMILY RESIDENTIAL (R-4) MAXIMUM DENSITY FROM 20 TO 14**

UNITS PER ACRE; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE."

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1475-24 on the Second Reading
- 1. Ordinance 1475-24 - Amend R4 Zoning Density

5. CITY MANAGER'S REPORT

- 5.1 Chamber of Commerce Grant Agreement No. 41-24-04
 - 1. ZEDC CHAMBER OF COMMERCE GRANT AGREEMENT 2024-2026
- 5.2 Update on Transportation, Park, Public Safety Impact Fees, and Water Use Permit

6. CITY ATTORNEY'S REPORT

- 6.1 Forest Lake Estates Expansion Utility Service Agreement No. 41-24-03 - Equity Lifestyles/Frontier
 - 1. Water and Wastewater Service Agreement - Forest Lakes

7. DEPARTMENT UPDATE

- 7.1 Utility Department Update - Utility Director John Bostic
 - 1. Projects for Council 1-24

8. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

ADJOURN

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







REGULAR COUNCIL MEETING

A Regular Council Meeting was held on January 22, 2024 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (224)-501-3412 - Access Code: 592-157-221.

Council President Lance Smith called the meeting to order at 6:13 p.m. Roll call was taken. Present were members Lance A. Smith, Charles Proctor, Kenneth Burgess, Jodi Wilkeson, Steven F. Spina, Ph.D., and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, IT Director Michael Panak, Public Information Officer Kevin Weiss, CRA Director Gail Hamilton, Building Official Bill Burgess, Airport Manager Nathan Coleman, Principal Planner Rodney Corriveau and Airport Executive Assistant Lucy Huber.

Council President Lance Smith asked for a moment of silence in memory of Police Sergeant Dixon who lost his battle with cancer.

Pastor Greg Mathis with Miracle Temple Community Church delivered the invocation. The Pledge of Allegiance followed.

1. MAYOR

This Item was moved to Business Item 3.3 on the agenda.

1.1 Swear In Patrol Officer Fitzpatrick

2. CONSENT ITEMS

2.1 Mobility Plan Agreement No. 24-24-02

2.2 24-24-03 State of Florida Department of Commerce Grant Agreement No. HL-258

Steve Spina moved to approve the Consent Items. Seconded by Councilwoman Wilkeson. Motion passed unanimously.

3. BUSINESS ITEMS/PUBLIC HEARING

3.1 Text Amendment to Turning Lane Standards

First Reading **ORDINANCE NO. 1474-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES SECTION 150.01; AND AMENDING TABLE 1 OF SECTION 7.003.01 (SECTION 1) AMENDING THE EXISTING DE MINIMUS AND TRAFFIC IMPACT ANALYSIS TRAFFIC STUDY REQUIREMENTS AND (SECTION 10) AMENDING THE TRANSPORTATION MITIGATION (TURN LANE CRITERIA) AND ROADWAY AND INTERSECTION IMPROVEMENTS CRITERIA; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE."**

City Attorney Matthew Maggard said Ordinance No. 1474-24 was published for a first reading and requested Council reset this item to a date certain to allow staff additional time to perform due diligence in finalization.

Jodi Wilkeson moved to reset the First Reading of Ordinance No. 1474-24 to February 12, 2024. Seconded by Kenneth Burgess. Motion passed unanimously.

Planning Director Todd Vande Berg said Kimley Horn will be present at the February 12, 2024 first reading of Ordinance No. 1474-24 to answer questions. He projected a map on the screen depicting "hot spots" developed by staff and Kimley-Horn identifying "hot spot" priorities to include intersection improvements and roadway segments. The ordinance will contain criteria that allows staff to look at "hot spot" areas and negotiate solutions.

A discussion began relating to the Text Amendment to Turning Lane Standards as a great beginning to reducing traffic within the City, direction for staff to continue adding "hot spots" as new projects come on board, new projects required to install turn lanes, and the City's discretion for required turn lanes when health, safety and welfare are involved to help the City mitigate potential problems that arise. This is a step toward improving challenges the City is experiencing with traffic and infrastructure shortages. A "hot spot" at Court Street and Highway 54 West was identified.

Planning Director Todd Vande Berg referred to the \$75,000 Mobility Plan Agreement approved under Consent Items. He said staff will be working closely with Pasco County, the state of Florida, and consultants Tammy Vrana and Alfred Benesch & Company to strategically look at traffic mobility options and transportation improvements.

Spoke from the floor: Warren Earle – 3822 Florida Ranch Blvd. – Zephyrhills, FL
Mr. Earle said a traffic light is needed at SR 54 and Chancey Road where they are building 400 homes.

3.2 Amend R4 Zoning Density from 20 units per acre to 14 units per acre

First Reading **ORDINANCE NO. 1475-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES SECTION 150.01; AND AMENDING SUB-SECTIONS: 2.01.03.06 AMENDING THE MAXIMUM DENSITY IN MULTI-FAMILY RESIDENTIAL (R-4) ZONING FROM 20 TO 14 UNITS PER ACRE; AND TABLE 7.01.01 (DENSITY, AREA, HEIGHT AND BULK REQUIREMENTS) MULTI-FAMILY RESIDENTIAL (R-4) MAXIMUM DENSITY FROM 20 TO 14 UNITS PER ACRE; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1475-24 by title. A public hearing was held and there were no comments from the floor.

Councilman Spina stated Council will roll back the units per acre from 20 to 14 in light of the rapid growth and recommendations from the Planning Commission and residents.

Planning Director Todd Vande Berg clarified the change in density is only for R4 (multi-family) residential zoning and does not include the CRA District or Form Based Code where the existing future land use (FLU) of RU (Residential Urban) oversees the overall land use and density threshold of 20 units per acre. He said the City is limited by the density cap of 20 units per acre that has been identified in the housing element of the COMP Plan update. Staff will be creative in the CRA District and Form Based Code with incentivizing to encourage higher density, smaller units, and affordability.

Charles Proctor moved to approve Business Item 3.2 on the First Reading. Seconded by Jodi Wilkeson. Motion passed unanimously.

This item was moved from the first item on the agenda, under the Mayor, to this place on the agenda.

3.3 Swear In Patrol Officer Javen Fitzpatrick

Police Chief Derek Brewer said although hearts are heavy with the loss of Sergeant Dixon, he took a minute to celebrate the addition of Javen Fitzpatrick and administered the oath of office following his pinning.

4. **AIRPORT MANAGER'S REPORT**

4.1 Field Based Operations (FBO) Presentation

Airport Manager Nathan Coleman presented a brief synopsis of the history of the Zephyrhills Airport Terminal prior to introducing Director of Architecture Kevin Regalado, Lead Architect Maureen Kussler, and Project Designer Valentina Garibello with Jacobs Engineering.

Spoke from the floor: Kevin Regalado, Director of Architecture - Jacobs Engineering
Mr. Regalado narrated a PowerPoint presentation and displayed inspirational images of City Hall, the Train Depot, Sarah Vande Berg Tennis Center, and the WWII Barracks Museum collected during an investigation into the history of the City of Zephyrhills. The historical and vernacular elements of these buildings will be incorporated into the new FBO facility i.e., prevalent brick exterior of municipal buildings, contrast of metal canopy with brick and stucco finishes. A campus setting was created to encompass the existing museum and FBO to group the buildings upfront with shared parking.

Spoke from the Floor: Maureen Kussler, Lead Architect – Jacobs Engineering

Ms. Kussler narrated a PowerPoint presentation of the floor plan highlighting a portico entrance with double doors, front lobby area, conference room with coffee bar, public restrooms, IT room, administration area, concession and vending area, and a pilot's lounge with restroom area. The upper quadrant of the facility was designed to be closed off after hours with access through an exterior door for pilots arriving after hours. The main lobby has double height space with the opportunity for natural light, a reception desk with a view of the main door and north airside, a director's office with windows on both sides for airfield visibility, and a specific area designated for the Operations Crew with a break area and restroom. She pointed out covered areas at the main entrance, back side of the terminal and observation area prior to presenting elevation renderings.

Spoke from the floor: Valentina Garibello, Project Designer – Jacobs Engineering

Ms. Garibello narrated a PowerPoint presentation and displayed inspirational renderings of the interior design of the building with furniture and the overall finish palette with colors.

A conversation ensued discussing the original 8,000 square feet of the facility and the decrease to 6,500 square feet for the actual needs, the current Airport staffing, projected Airport staffing within the next 15-to-20 years, public art display, feedback on the existing design and contextual sensitivity, and General Aviation Airport and Business Class Jet Operation. A concern was voiced with minimizing the size of the building with the City marketing the airport and the Airport Industrial Corridor. The City needs to be prepared for growth.

Spoke from the floor: Kyle Salvato – Skydive City

Mr. Salvato said he noticed the windows in the facility were rather small. He said the facility will put the Zephyrhills Municipal Airport on the map with the opportunity to become a great overflow field for larger events in Tampa and generate big ticket items for revenue.

Spoke from the floor: Erica Freeman – 37519 8th Avenue – Zephyrhills, FL

Ms. Freeman said she likes the building but didn't feel there was enough discussion on the integration with the WWII Barracks Museum and was opposed to minimizing the square feet of the building. She said it would be great to have a diner for people to bring their children to watch the planes take off and land.

5. CITY MANAGER'S REPORT

5.1 Approval of Alcohol Use for the Latin Festival at the Airport Venue March 30, 2024

City Manager William Poe said Florida Penguin Productions submitted a Special Events Application to host a Latin Festival at the Z Event Center on March 30, 2024, 12:00 p.m. to 8:00 p.m. and requested Council's approval to sell alcohol.

Spoke from the floor: Drew Cecere, President Florida Penguin Productions

Mr. Cecere said this is the first time he will be hosting the Latin Festival event and is anticipating a crowd of 2,000 visitors. The event will include food trucks, a beer truck, bands, a children's area, and DJ tent. The event was approved by the Site Plan Review Committee contingent on police officers.

Steve Spina moved to approve the sale of alcohol contingent upon finalizing police officer staffing. Seconded by Charles Proctor. Motion passed unanimously.

5.2 Parks Discussion

Council President Smith requested this item be added to the agenda to discuss funding for improvements to parks outside the Parks Master Plan for inclusion in next year's budget.

City Manager William Poe referred to a list of parks City-wide distributed to Council prior to the meeting detailing maintenance that has been performed or is scheduled to be performed.

Spoke from the floor: Public Works Director Shane LeBlanc – City of Zephyrhills
Mr. LeBlanc said staff met with the Little League and Misfit representatives that are users of Krusen Field through a Facility Use Agreement with the City of Zephyrhills in an effort for transparency on the use of the field.

5.3 Audio Visual Equipment Discussion

City Manager William Poe said staff met with APG Electric who have replaced the system's motherboard, repaired tv monitors, and corrected recording issues at the dias in Council Chambers. A proposal is anticipated within two weeks for Automatic Echo Cancelling (AEC) microphones, sound deadening options, and a service/maintenance agreement to check the system regularly. A meeting with APG Electric and Furr, Wegman & Banks Architects has been scheduled to discuss the dias reconfiguration.

6. CITY ATTORNEY'S REPORT

6.1 February 1, 2024 Municipal Association of Pasco (MAP) Meeting

First Reading **RESOLUTION NO. 822-24 – “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. 822-24 by title.

Steve Spina moved to approve Resolution No. 822-24 on the First Reading. Seconded by Charles Proctor. Motion passed unanimously.

7. **DEPARTMENT UPDATE**

7.1 Utility Department Update – Utility Director John Bostic

City Manager William Poe moved this item to the February 12, 2024 agenda.

8. **CITIZEN COMMENTS**

N/A

MAYOR ANNOUNCEMENTS – Mayor Melonie Bahr Monson offered her support to the police department and family of Sergeant Dixon and thanked Planning Director Todd Vande Berg for identifying the “hot spots” within the City.

CITY MANAGER ANNOUNCEMENTS – N/A

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Council Vice President Burgess offered his support to the police department and family of Sergeant Dixon.

Councilwoman Wilkeson sent prayers to Sergeant Dixon's family and police department personnel during this difficult time and thanked Planning Director Todd Vande Berg for identifying the “hot spots” within the City.

Councilman Proctor said the police department lost a good man. He said Sergeant Dixon was an amazing man who always went above and beyond to help citizens and offered his condolences to Sergeant Dixon's family. He said lessening the density and updating the turn lane standards is important.

Councilman Spina said the death of Sergeant Dixon has had an affect on our small community. He congratulated Airport Manager Nathan Coleman for getting out of his comfort zone, stating he did a great job speaking from the podium. He thanked Lucy Huber for stepping in and assisting with the meeting.

Council President Lance Smith addressed Chief Brewer stating he was heartbroken to heart of Sergeant Dixon's passing and sent prayers to his family and police personnel. He said Airport Manager Nathan Coleman's enthusiasm was evident in speaking about the growth and future of the airport. He said when you are passionate about something, it is easy to speak. He thanked Lucy Huber for stepping in and assisting with the meeting.

Meeting Adjourned: 8:15 p.m.
Submitted by Lori L. Hillman
(Not Present at Meeting)

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on January 8, 2024 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (646)-749-3122 - Access Code: 452-014-765.

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

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, IT Director Michael Panak, Public Information Officer Kevin Weiss, CRA Director Gail Hamilton, Building Official Bill Burgess, Airport Manager Nathan Coleman, Principal Planner Rodney Corriveau, Historic Preservation Specialist and Community Planner Hunter Gearhart, Code Enforcement Officer Mike Sutton and City Clerk Lori Hillman.

Senior Code Support Specialist Jackie Boges delivered the invocation. The Pledge of Allegiance followed.

1. MAYOR

1.1 Arbor Day Proclamation

Mayor Melonie Bahr Monson read aloud an Arbor Day Proclamation prior to presenting to Beverly Jones with the Garden Club.

2. CONSENT ITEMS

- 2.1 Approval November 27, 2023 Meeting Minutes
- 2.2 Approval of Three (3) RCM Utilities Lift Station Rehabilitation Task Orders
- 2.3 Approval for RCM Utilities to Install an Odor Control Site
- 2.4 Approval to Purchase Meter Reading AMI Collectors
- 2.5 Request Council President Sign a Hazard Mitigation Grant
- 2.6 Approval of Sanitation Flatbed Purchase
- 2.7 Approval of Storm Water Emergency Generator Purchase
- 2.8 Award Accreditation Consultant Bid #35-23-02
- 2.9 Approve Accreditation Consultant Agreement No. 37-24-01
- 2.10 Approval of Mutual Aid Agreement No. 41-24-01 City of Tampa and Tampa Police Department – Combined Operational Assistance and Voluntary Cooperation Agreement

Steve Spina moved to approve the Consent items. Seconded by Charles Proctor. Motion passed unanimously.

3. BUSINESS ITEMS/PLANNING REPORT

3.1 Kimley-Horn Text Amendment to Turning Lane Standards

Planning Director Todd Vande Berg said the Planning Department staff's vision is to be proactive in addressing elements of growth within the City and by teaming up with Kimley-Horn have identified a list of hot spots within the City for enhancements, from a transportation standpoint, to improve the function and efficiency of roadway segments and intersections.

Spoke from the floor: Robert Agrusa, Senior Transportation Engineer - Kimley-Horn – 201 North Franklin Street – Tampa, FL

Mr. Agrusa said he will be working with staff to update the land development code, Section 7.03 Traffic Studies to define the type of traffic studies to be performed and how they should be completed. He will work to streamline existing procedures and criteria for applicants, review sensitivity to project sizes, and move toward traffic operational analysis versus concurrency. The proposed changes for Section I: Traffic Study Requirements is changing the time period from daily to peak hour (critical time period). Look at PM peak-hours to develop a threshold number for gross trips to determine what type of study will be performed, a Traffic Impact Statement (TIS) or a Traffic Impact Analysis (TIA). TIS is less than 100 gross PM peak-hour trips and TIA is more than 100 gross PM peak-hour trips. The difference is a TIS will

require trip generation and a turn lane analysis with required turn lanes at project driveways. The TIA will still require a complete study, a different type of study, such as a “hot spot location analysis” with more emphasis on intersections than roadways. Proposed changes for Section 10: Transportation Mitigation (Turn Lanes) is the addition of threshold levels warranting reasonable and appropriate right and/or left hand turn lanes. Proposed changes to Section 10: Transportation Mitigation (Roadway and Intersection Improvements) includes changing from Concurrency to the Traffic Operational Analysis approach that will apply only to a Traffic Impact Analysis (TIA), not a Transportation Impact Statement (TIS), and changing from the “study area” to “hot spot locations/zones.” If a project is located within a one mile radius around these predetermined hot spot locations/zones, the applicant will be required to analyze the areas. In working with City staff, 15 “hot spots” were determined as potential issues. A map was distributed to Council with the noted areas of which eleven (11) were located north of North Avenue with four (4) located south of 5th Avenue. A brief overview was given for each area.

Planning Director Todd Vande Berg said the “hot spots” will require identification and prioritization through the Pasco County Metropolitan Planning Organization (MPO) to tie to a multi-jurisdictional road, a developer, or to the City for improvements. Staff will look at the entire Zephyr Commons Shopping Center to include roadways, sidewalks, trails and internal efficiencies to tie “hot spots” to the development prior to buildout completion.

Council were in consensus to move forward with a text amendment to turning lane standards.

4. CITY MANAGER’S REPORT

4.1 Approval of Pigs in Z’hills Special Event Permit, Alcohol Consumption Permit and Wet Zone

Zephyrhills Chamber of Commerce CEO Vicki Wiggins teamed up with the Eagles Club who will co-sponsor the event and will cover the alcohol consumption permit and liability insurance. There will be seven (7) to nine (9) barbecue vendors, the concession is sold out, and the event is almost full with retail. There will be a hog calling contest, kids’ grilling contest, wing eating contest, and four bands on stage throughout the day. The event will be held downtown February 10, 2024, 9:00 a.m. – 5:00 p.m. The VIP event will be held Friday, February 9, 2025, 5:00 p.m. – 7:00 p.m. at Zephyrhills Brewery. She requested Council approve the event space for a wet zone.

Jodi Wilkeson moved to approve Business Item 4.1. Seconded by Steve Spina. Motion passed unanimously.

5. CITIZEN COMMENTS

Signed up to Speak from the Floor: Ashley Cater – 36536 Garden Wall Way – Zephyrhills, FL

Ms. Cater said she is a resident of Abbot Square and the mother of a small child. She said there are multiple stretches of roadway within the neighborhood that are very long with limited stop signs and drivers exceed the speed limit of 25 mph. She said there is also limited parking and residents elect to block sidewalks forcing parents and children to walk into the street. She requested Zephyrhills officers patrol the area regularly and issue speeding tickets.

Police Chief Derek Brewer said statutorily, Zephyrhills patrol officers cannot issue tickets on private property. He said the HOA/CDD can enter into an agreement with the City to hire off duty patrol officers but said he is not interested as the Zephyrhills Police Department does not have the resources. Police Chief Brewer said he can conduct a traffic analysis and make recommendations to the community.

MAYOR ANNOUNCEMENTS - Mayor Monson encouraged everyone to attend this year’s Pigs in Z’hills event and wished everyone a Happy New Year.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe reminded everyone of the upcoming CRA Community Redevelopment Plan Update Workshop to be held January 18, 2024, 6:00 p.m. – 7:30 p.m. in Council Chambers.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Council Vice President Burgess asked those in attendance to keep Sergeant David Dixon and his family in their thoughts.

Councilwoman Wilkeson thanked Ms. Cater from Abbott Square for addressing Council. She sent prayers to Sergeant Dixon’s family and wished everyone a Happy New Year.

Councilman Proctor said the City is making progress with turn lanes and sent prayers for Sergeant Dixon and his family.

Councilman Spina wished everyone a Happy New Year.

Council President Smith pleaded for someone to check the AV equipment prior to Council meetings.

Meeting Adjourned: 7:16 p.m.

Submitted by Lori L. Hillman

DENSITY WORKSHOP

A Density Workshop was held on December 11, 2023 at 4:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (872)-240-3311 - Access Code: 407-718-637.

Council President Lance Smith called the meeting to order at 4:03 p.m. Roll call was taken. Present were members Lance A. Smith, Charles Proctor, Kenneth Burgess, Jodi Wilkeson, Steven F. Spina, Ph.D., and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, Planning Director Todd Vande Berg, Building Official Bill Burgess, CRA Director Gail Hamilton, IT Director Mike Panak, Public Information Officer Kevin Weiss, Senior Planner Rodney Corriveau, Historic Preservation Specialist and Community Planner Hunter Gearhart, Planning Commission members Randy Stovall, Beth Aker, Dave Armstrong, Ellen Taylor, Christa Remington, Rosie Paulsen and City Clerk Lori Hillman.

1. WORKSHOP ITEM

1.1 Comprehensive Plan / Density Workshop

Tammy Vrana – Vrana Consulting – Safety Harbor, Florida

Ms. Vrana said this is a continuation of the Density Workshop held on November 27, 2023 and presented a brief overview of the Workshop Objectives for understanding existing conditions and trends with multi-family development, population growth and strategies to address the issues. A map was shown of Pasco County's residential future land use designations in the Joint Planning Area (JPA) which is a lower intensity residential district with residential/office/retail on the US-301 corridor. Zoning districts within the JPA compatible with the Live Local Act established through Senate Bill 102 were highlighted to include commercial (C2), industrial (I1), multi-family (MF2) and MPUD where multi-family could be established in conjunction with the provisions of the Live Local Act. All height limitations expressed in the zoning districts are the maximum permitted; however, building heights in excess of the maximum permitted within a district may be granted through a Conditional Use. Mid-rise structures, defined for the purposes of the code as buildings of three- to-five stories, may be permitted if all applicable conditional requirements of Resolution No. 147 are met. She said the CRA district would be suitable for intense multi-family development and could be allowed through the conditional use process to consider appropriateness, compatibility and impose conditions. She said CRA Director Gail Hamilton spoke about the need to increase the density within the community redevelopment area and the Form Based Code area provides for up to five stories. Density doesn't need to be bad, it just needs to be shaped well. A strategy was proposed to create multi-family context sensitive standards for all districts. The City currently has standards in the Land Development Code for townhouses that could be modified and applied to other forms of multi-family development. Natural occurring affordable housing is at risk with escalating market-rate rental prices that squeeze people out. Everybody is looking for housing with fewer and fewer affordable or entry level type housing options and they become nonexistent. Affordability is not just a house, it is also transportation. People can get by with one car by creating communities where members of a household can walk or ride their bike.

A conversation ensued involving the Planning Commission members relating to the City of Zephyrhills' vision for a small town feel, the need to provide affordable housing for current residents, and reducing the density from 20 units per acre to 14 units per acre.

Planning Director Todd Vande berg said staff has discussed keeping the future land use at 20 units per acre for the CRA District and Form Based Code and changing the R4 (multi-family) 20 units per acre to 14 units per acre. He said the zoning will dictate the density maximum.

Ms. Vrana clarified Todd's statement and said if there is the ability to build 20 units per acre by virtue of the future land use in the COMP Plan and the City decreases the number to 14 units per acre for R4 (multi-family), the conditional use process would be an option but would be open to Senate Bill 102. If the R4 (multi-family) density was reduced to 14 units per acre, the City could provide performance incentives such as proximity to transit, proximity to schools, sidewalks, bike lanes and proximately to shopping to increase the density. She said the first plan of action will be placing a notation on the density table in the land development code stating conditional uses for higher structures would only be entertained within a certain area, for example the CRA. The second plan of action will review the comprehensive plan policies that

guide and direct new development through the establishment of place types and add layers to create a more refined future land use map. The third plan of action will tailor the land development regulations to create multi-family specific standards based on context to create different situations between in town and the suburban rural fringe. The fourth plan of action is to align planning with fiscal decisions by deciding where infrastructure dollars will be spent to prioritize directed growth, i.e., CRA District and the Form Based Code area. The City will kick off a mobility plan through a state grant in January 2024 to look at recommendations for multiple modes of public transportation to lessen congestion on main roads and create streets that are conducive to walking and biking. Completion is anticipated the middle of June 2024.

CRA Director Gail Hamilton said there is a niche market in the CRA for people who work from home and would rather ride their bike or walk to businesses downtown. The CRA is updating their Master Plan and will host a Public Meeting in January 2024 to solicit input from citizens who live within the district. The Master Plan will look at how to attract residents that want to live in an apartment downtown. She said it takes a diverse group of housing to make a community. The Asset Report received from GAI Consultants recommended the removal of the substandard housing to provide the missing middle with higher density housing. An incentive to attract developers could be offered to increase project density through additional height for developers willing to provide 25% affordable housing within their project. Affordable housing would be defined by the City. There are pockets within the CRA district that are considered affordable housing (substandard housing). The City could purchase those properties for affordable housing projects.

Senior Planner Rodney Corriveau said one unique way to address affordable housing is to establish a density level and allow a developer to exceed the base density level by 20% with a 40 or 50 year deed restriction caveat. If the property is sold during this time frame, the property owner cannot realize more than a 3% per year increase in the property value. If the units were townhomes, they would be inter disbursed throughout the project.

City Manager William Poe recommended Council move forward with Senior Planner Rodney Corriveau's recommendation to reduce the density to 14 units per acre with an incentive to build affordable housing. The City will define affordable housing and allow developers an additional 20%. If the City reduces the density to 14 units per acre, 20% above that brings you to 18 units per acre, close to the current 20 units per acre. He asked Council to allow staff to work on a definition for affordable housing and bring back before Council.

Planning Director Todd Vande Berg said staff will leave the future land use at 20 units per acre for the Form Based Code and CRA District and drop the density for R4 (multi-family) to 14 units per acre and offer caveats and incentives for affordable housing.

There was a consensus among Council to lower the R4 (multi-family) density from 20 units per acre to 14 units per acre.

2. CITIZEN COMMENTS

N/A

Meeting Adjourned: 5:42 p.m.
Submitted by Lori L. Hillman

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on December 11, 2023 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (872)-240-3311 - Access Code: 407-718-637.

Council President Lance Smith called the meeting to order at 6:08 p.m. Roll call was taken. Present were members Lance A. Smith, Charles Proctor, Kenneth Burgess, Jodi Wilkeson, Steven F. Spina, Ph.D., and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, Public Information Officer Kevin Weiss, CRA Director Gail Hamilton, Utility Director John Bostic, Finance Director Ted Beason, Building Official Bill Burgess, Senior Planner Rodney Corriveau, Water Treatment Plant Operator Eric Martin and City Clerk Lori Hillman.

Kendall Deford of the First Church of the Nazarene delivered the invocation. The Pledge of Allegiance followed.

1. MAYOR

This item was moved under the first Business Item on the agenda.

1.1 Raftelis Rate Increase Presentation

2. CONSENT ITEMS

2.1 Approval to Purchase Residential Backflow Preventers

2.2 Purchase of Crime Scene Vehicle

Steve Spina moved to approve the Consent Items as presented. Seconded by Charles Proctor. Motion passed unanimously.

3. BUSINESS ITEMS

This item was moved from the first item on the agenda, under the Mayor, to this place on the agenda.

3.1 Raftelis Rate Increase Presentation

Raftelis Vice President Tony Hairston stated the City last raised rates in 2021 and increasing the rates is keeping up with inflation and the City's capital improvements. The \$56M in capital improvements are significant and include water main extensions, new wells, new lift stations, force main improvements, and a new water department building with a mixture of funding from reserves, capacity fees, grants and new debt. He said the challenge with utilities is implementing the capital improvements to keep the system in good repair so that the City has a sustainable utility system. He presented a comprehensive financial plan necessary to meet the growth and keep the system in good repair through the year 2028 with \$5M in capacity fees built in throughout the forecast. He said the advantage of having debt is the ability to match the funding of projects to the service life of the system with existing residents and future customers contributing as the City grows. A series of inflationary increases following the Consumer Price Index (CPI) was proposed using the average residential customer consumption of 3,000 gallons per month. He said the current water and sewer fee is \$55.84 with a proposed 3% increase effective February 2024 to increase the amount to \$57.5, generating approximately \$350,000 annually in revenue.

Mr. Hairston addressed Council's concerns with setting rates that automatically increase through 2028 and suggested creating a multi-year plan to review rates annually. If capital improvements are trending less, the City can forgo a rate increase that year. A recommendation was presented to set the CPI for the next several years to implement the first increase and review the increase during the budget process annually.

Councilwoman Wilkeson said a February 1st rate increase is too soon and she cannot support the increase.

Council President Smith said he would rather implement the increase gradually rather than increasing rates 8% or 9% percent in a year. He said if the City defers maintenance on the utility infrastructure, it will be a recipe for disaster.

Council Vice President Burgess said he wants to look at options to save money with a mechanism in place that warrants increasing rates. He added the City has a tier grade billing system and water bills can be lowered by decreasing water usage.

Councilman Spina said residents will not see the improvements to the utility infrastructure, the improvements are underground and are a basic, but very important, function of the City to provide water when you turn on a faucet.

Councilman Spina moved to accept the study as presented. Seconded by Ken Burgess. Motion passed 3-2, opposed Councilwoman Wilkeson and Councilman Proctor.

PUBLIC HEARING

3.2 Reclaimed Water, Sewer and Potable Water Rates

First Reading **ORDINANCE NO. 1473-24 – “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 51.075 OF THE CITY CODE OF ORDINANCES ESTABLISHING A NEW SCHEDULE OF RATES AND CHARGES FOR THE USE OF OR AVAILABILITY FOR THE USE OF POTABLE WATER, WASTEWATER (SEWER), AND RECLAIMED WATER; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.”**

Finance Director Ted Beason said water customers received notice on their water bills of public hearings scheduled for December 11, 2023 and January 8, 2024 for the proposed water rate increases outlined in Ordinance No. 1473-24. He said he clearly hears Council’s desire to change the 4.2% CPI increase proposed for 2023/2024 in the ordinance to 3%. He said staff has been working to alert RV parks of an increase to their base rates and would like to establish base rates comparable to those for a single family home. He said the exodus during the summer months for RV Parks and mobile home residents is tremendous and he would like to create a proportionate amount based on their water consumption. Staff can annualize the total water consumption by looking at snapshots provided by the City’s advanced water meters.

City Attorney Matthew Maggard said Finance Director Ted Beason hired consultant Raftelis to complete a rate study. A recommendation has been presented to implement multi-year increases to avoid going through the process annually. He directed Council to Section Two, Subsection B of proposed Ordinance No. 1473-23, “Following the initial February 1, 2024 increase, Water and Sewer rates shall increase annually on October 1st, being billed starting November 1st, according to the Consumer Price Index (CPI). All rates will be increased by the 12-month increase recorded in September. In the event that they decrease, the rates will not be lowered.” He suggested Council vote to pass the ordinance and adopt the language in the Rate Study to direct staff to review the rates annually. If adjustments are necessary, a new ordinance can be created amending the existing ordinance.

City Manager William Poe said the CPI of 4.2% in Ordinance No. 1473-24 is higher than the 3% recommended in the Rate Study. He suggested Council accept the ordinance with direct language for a 3% increase the first year and 2.5% the following four years with the ability to amend the ordinance annually, if needed.

Council President Smith said there was no action taken on this item and moved to citizen comments.

4. CITIZEN COMMENTS

Spoke from the floor: Joan Murphy – 4718 Coats Road – Zephyrhills, FL 33541

Ms. Murphy said she has been the owner of Sky Dive City for 33 years. She introduced new managers and future Sky Dive City owners Kyle and Lauren Salvato. She said Kyle and Lauren have a 4 year old daughter who is not feeling well this evening so Lauren was unable to attend. Ownership transition will occur during the first quarter of 2024.

Spoke from the floor: Kyle Salvato

Mr. Salvato said he and his wife, Lauren, have a combined 35 years of sky diving business management and ownership experience. Lauren has a degree in criminal justice, has been managing sky dive centers for the past 22 years, is a pilot and accomplished skydiver with

over 3,000 jumps. Kyle has a Bachelor of Science degree in facilities engineering and worked as a merchant marine while balancing his career in skydiving and aviation. He said 15 years ago his life changed in one single moment when he made his first sky dive. He is a commercial pilot, a certified airplane mechanic and owns a fleet of turbine aircrafts all from one single jump. For the past ten years, he and Lauren grew a family oriented successful skydive business in New Jersey with an excellent safety record that supported the local economy. The couple have begun working with local businesses and look forward to building their family in Zephyrhills.

Spoke from the floor: Dana Conley – 3445 Beryl Lane – Zephyrhills, FL

Mr. Conley introduced himself as Chairman of the Finance Committee for Emerald Pointe RV Resort along with Ron Erwin President of the Board of Directors and Dan Stern Vice President of the Board of Directors who were present to address rate increases effective February 2024 under proposed Ordinance No. 1473-24. He said Emerald Pointe has a 4” single meter with 297 homes and currently pays a base rate of \$142.50 a month for water and \$551.72 a month for the sewer plus the number of gallons used on a plan that has been in effect for the last 11-to-12 years. He said the rates outlined in proposed Ordinance No. 1473-24 will increase their current water bill from \$142.50 a month to a little over \$800 with an increase to their sewer bill from \$551.72 monthly to \$3,400 based on 297 homes, an increase of \$40,000 annually for the same usage. He said Finance Director Ted Beason met with the Emerald Pointe representatives who presented numbers substantiating two thirds of their residents turn off their water and leave Emerald Pointe every year. A proposal was presented to Ted based on 43% usage on average during the course of the year. Mr. Beason accepted their proposal and created a formula measuring number of gallons used. Mr. Conley said if his formula of 43% is used, they will be looking at roughly \$21,000 but said Mr. Beason’s calculations are based on 57%. Emerald Pointe is 100% volunteer governed with no one being paid and no managing company. He said the proposed increase is catastrophic to Emerald Pointe’s budget. He said if the ordinance is interpreted the way it is written, he would be inclined to recommend the change to his Board of Directors. He said Finance Director Ted Beason’s method is more quantitative with gallons used and asked Council which method will be used 43% or 57%. He said it makes a difference.

Council President Smith asked Finance Director Ted Beason to work with Emerald Pointe RV Resort representatives on an equitable solution that can be used with other RV Parks.

MAYOR ANNOUNCEMENTS – Mayor Melonie Bahr Monson wished everyone a Merry Christmas and welcomed Kyle Salvato and his family to our community.

CITY MANAGER ANNOUNCEMENTS – N/A

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Council Vice President Burgess recognized all those involved with the City Christmas Party and the Main Street Festival of Lights Parade for a great job. He thanked Kendall Deford for delivering the invocation and staying for the entire meeting. He wished everyone a Merry Christmas and a Happy New Year.

Councilwoman Wilkeson said she had a great time at the City Christmas Party and Main Street hit the Festival of Lights event out of the park. She said she didn’t know how Main Street put on a parade for 10,000 people with only a few volunteers but it was pretty amazing. She thanked the police, public safety, and public works departments for their efforts with the event, and wished everyone a Happy Holiday.

Councilman Proctor said he appreciated the gentlemen from Emerald Pointe RV Resort attending the meeting to explain their situation. He wished everyone a very Merry Christmas and a Happy New Year.

Councilman Spina endorsed everything said.

Council President Smith thanked everyone for attending the meeting.

Meeting Adjourned: 7:42 p.m.
Submitted by Lori L. Hillman

DENSITY WORKSHOP

A Workshop was held on November 27, 2023 at 4:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (408) 650-3123 - Access Code: 163-816-133.

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

Staff present: Police Chief Derek Brewer, Planning Director Todd Vande Berg, Public Works Director Shane LeBlanc, Building Official Bill Burgess, CRA Director Gail Hamilton, Public Information Officer Kevin Weiss, Senior Planner Rodney Corriveau, GIS Tech Tommy-Lee Hunt, Planning Commission members Randy Stovall, Beth Aker, Dave Armstrong, Tracy Sullivan, Rosie Paulsen, ABC Action News Reporter Chad Mills and Videographer Delisa Walden and City Clerk Lori Hillman.

1. DENSITY WORKSHOP ITEM

1.1 Comprehensive Plan / Density Workshop

Planning Director Todd Vande Berg said the City is in the process of updating their Comprehensive Plan with a vision through 2035 with housing and affordability as key elements to provide a variety of diverse and alternative housing choices.

Tammy Vrana with Vrana Consulting – Safety Harbor, Florida

Ms. Vrana narrated a PowerPoint presentation addressing the strategic location and design of multi-family housing developments and the need for diverse and attainable housing options. Housing needs to be affordable for residents to have choices within the community, no more than 30% of a household's income, and is the cornerstone of a healthy, stable, and prosperous community. She addressed specific challenges and concerns with multi-family development stemming from infrastructure/service strain, limited water supplies and greenspace loss. Zephyrhills has grown to a population of just over 19,000 as of April 2023 with a projected population of 31,300 in 2035 or approximately 1,200 new residents between 2023 and 2035. She stated the existing planning area is in the incorporated City boundary and Joint Planning Area/Utility Service Area that may be annexed into the City over time. She spoke about R4 parcels (multi-family residential zoning district) and where they exist. There is only one undeveloped parcel located on North Avenue, east of Green Drive. In addition to the R4 zoning, multi-family is allowed by right in the Reimagine Gall Blvd. Form Based Code area (infill and redevelopment area) and is also allowed as a conditional use, if approved, in the office/professional zoning district.

Ms. Vrana touched on the "Live Local Act" passed this year by legislature that applies to multi-family rental units and preempts local regulation on zoning, density and height regulations for certain multi-family or mixed use affordable housing developments. Developments must have a minimum of 40% of their units for households with incomes up to 120% of the area median income and can be located in any commercial, industrial or mixed use zoning district by right. The maximum units applicable is the highest the City allows, 20 units per acre, and the allowable height is the maximum allowed by the City within a one mile radius of the development site. Otherwise, the developments under this act would need to be consistent with the local comprehensive plan and land development regulations.

Planning Director Todd Vande Berg addressed the conditional use process and said City staff meets with an applicant submitting a proposed multi-family apartment project prior to pre-application to make them aware of density in the right location per Council and staff. He said staff are looking at increasing the density in the Form Based Code area to build two-to three story structures. Every conditional use will be reviewed independently by assessing the characteristics and compatibility to the particular site.

Councilman Burgess said density is being discussed due to the stress on the City's infrastructure and services. He is in favor of decreasing the density from 20 units per acre to 14 units per acre.

Spoke from the floor: CRA Director Gail Hamilton – City of Zephyrhills

Ms. Hamilton said CRA staff are currently working on the CRA Master Plan and have received feedback through the assessment and planners to look at the density for apartments and

multi-family developments with a percentage of affordability with a mix of income. The right location for density is the urban core of the CRA district but since there are no large tracks of land, redevelopment will have to occur for the developer to make money. Staff is looking at combining lots, creating first floor garages to incorporate parking as part of the building, looking at incentives, and are in the process of purchasing lots.

Council Vice President Burgess said the key word is redevelopment as the definitive line to allow conditional uses in the CRA, Gall Blvd. and 5th Avenue areas.

Councilman Proctor said his concerns with higher density are water, traffic, and the loads on our schools that are currently over capacity.

Councilwoman Wilkeson said she can see two, three, four or five unit quadraplexes, possibly three stories, with parking underneath developing on the one way pairs and reserve US-301 for commercial and higher density office/professional development.

Council President Smith said there will come a time and need to build affordable housing for seniors. A developer will not build at 14 units per acre, they will want to build high density near the hospital or a graduated care facility. The right density in the right place should be permissible especially if it is an area of need.

Ms. Vrana suggested Council and staff create key issues to link to strategy ideas relative to compatible location and design. One strategy would be to establish context-based place types based on the rural to urban transect with the objective of creating integrated, livable and sustainable places according to their distinct locations within the City. A place type is a tool that focuses on the character and the function of places that work with the future land use map. The steps involved in creating place types is during the comprehensive plan update to include community visioning where the community would be asked where and how the City should grow. She pointed out Conservation Subdivisions are designed to preserve valued green spaces on a site while providing for slightly higher densities on a portion and combined with Transfer of Development Rights, provides an incentive for conservation while protecting rural areas from sprawl & incentivizing infill & redevelopment infrastructure. She suggested Council focus and prioritize where tax dollars will be spent to match with focused growth. She touched upon the missing middle housing that is intended to create greater housing choices and opportunities for current and new residents. The missing middle housing is likely to be more affordable than single family detached homes such as bungalows, duplexes, and townhouses, etc. If multi-family developments are strategically located close to where people go to work, employment centers, community amenities, parks, schools and transit services, vehicle miles can be reduced for households and lessen the traffic impact on the community. Having pedestrian and bike friendly design and infrastructure are major determinants of how people travel, if you build it they will come.

2. CITIZEN COMMENTS

Meeting adjourned: 5:00 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 2.6

Vortex Task Assignment for Lining of 15,000 feet of Gravity Sewer Mains

Issue:

To prevent unwanted inflow and/or infiltration into our sewer collection lines.

Background:

The city has a collections system which has old pipe and pipe materials. The materials become prone to leaks in the lines. This additional water puts an unnecessary strain on our sewer lines, lift stations, and ultimately the WWTP.

We have done this type of project for the past 5 years, and we need to continue until the entire system is brought up to standards.

Attachment(s):

1. Proposal - 2324917 - FY24 Pipe Lining 1.16.24

Fiscal Impact:

The project was approved in the FY24 budget for \$750,000.

Staff Recommendation:

Staff recommends the City Council approve this project as presented.



To:	City Of Zephyrhills	Contact:	Joey Theel
Address:	39825 Alson Ave	Phone:	813.714.5480
		Email:	JTheel@ci.zephyrhills.fl.us
Project Name:	FL - Zephyrhills - FY24 Pipe Lining	Bid Number:	2324917
Project Location:	Various Locations, Zepherhills, FL	Bid Date:	1/22/2024

Bid Proposal is based on HGAC Contract #TP07-18

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A1	Sewer Main Television Inspection (8" through 15" Diameter)	15,496.00	LF	\$4.00	\$61,984.00
A51	6" - 12" Post TV Inspection After Rehabilitation	15,496.00	LF	\$2.00	\$30,992.00
A9	Sewer Main Cleaning - Normal (8" through 15" Diameter)	15,496.00	LF	\$4.00	\$61,984.00
C2	8" X 6MM Steam/Water Cure	15,496.00	LF	\$34.96	\$541,740.16
C29	Internal Reconnects On Cured-in-place Pipe - Estimated	206.00	EACH	\$125.00	\$25,750.00
O11	Barricades, Signs, And Traffic Handling (per Setup) **	8.00	EACH	\$2,700.00	\$21,600.00
P35	Billed As Needed For Flaggers & Lane Closures Travel And Mobilization - Florida	1.00	EACH	\$5,945.84	\$5,945.84

Total Bid Price: \$749,996.00

Notes:

- Proposal includes standard dewatering for 2" of flow or less. Any additional dewatering / bypass / or flow control beyond these efforts or greater than 200 GPM will be provided by Others.
- Owner will provide a portable hydrant meter and access to onsite water for our use free of charge.
- Owner will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- Owner will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- Mechanical Cleaning / Tuberculation removal not included in bid proposal.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- Existing pipe cleaning is defined as 3 passes or less. If additional passes are required or any mechanical / descaling / root / grease / or tuberculation removal, Vortex will charge an additional fee at an hourly rate of \$285.00/Hr for the Vac Truck + Operator and \$265.00/Hr for the CCTV Truck + Operator.
- Mainline CIPP lining must be completed structure to structure.
- CIPP Samples can be provided at no additional cost. If 3rd party CIPP testing is required, it can be provided at \$450 per each test. There was no CIPP specification mentioning samples and testing for this bid.
- Once our CIPP liner is installed, we will provide a post cctv video to show the final CIPP product. One light jetter pass will be included before running the camera down the final CIPP liner. No additional or aggressive cleaning will be performed since it could damage our CIPP PE coating.
- Standard wages are included. Therefore, Prevailing wages and or Union Wage Rates are not included in this bid proposal.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- 7% Material Sales Tax is included in our bid proposal. If the owner is exempt, we will need them to provide an exemption certificate prior to contract execution. Service Tax is not included. If required, it will be invoiced separately.
- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.

- Any delays besides weather that is outside of our control will be billed at a standby rate of \$1,250 / hour.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Vortex Services LLC

Authorized Signature: _____

Estimator: Tommy Robertson
407-509-6633 trobertson@vortexcompanies.com

CONSENT ITEMS 2.7

Appointment of Robert Page to the Airport Authority Board

Issue:

Vacant position on the Airport Advisory Board.

Background:

Mr. Robert Page of 6610 Cobble Bliss St, Zephyrhills would like to serve as a member of the Airport Advisory Board.

Mr. Page has been a resident of the City of Zephyrhills for 2 years and Pasco County for 12. He has studied aviation management and has worked in the aviation industry for the last 15 years.

He has his private pilot certificate and has held leadership roles with the aviation supply chain industry. He has also been employed by an FBO and charter operation.

Mr. Page would like to play a larger role in our community and advance our airport as a leading municipal airport. His knowledge of the industry can help guide the airport board to make decisions for the growth of the airport and the businesses it serves.

Attachment(s):

1. Robert Page

Fiscal Impact:

N/A

Staff Recommendation:

Recommends City Council to consider approval of Mr. Robert Page as a member of the Airport Advisory Board.

Application for Board Membership

Name: Robert Page

Address: 6610 Cobble Bliss St
Zephyrhills, FL 33541

Home Phone: *Field not completed.*

Business Phone: *Field not completed.*

Cell Phone: 8138030710

Email: rgpagejr@outlook.com

I would like to be considered for membership on the following city boards/committees:

Rank your first choice by placing "1" in the drop down. If you would consider an alternative appointment, if not appointed to the 1st choice, please place a "2" and so on in the drop down of the alternative boards/committees.

Board of Adjustment,
Code Enforcement &
Appeals *Field not completed.*

Planning Commission *Field not completed.*

Library Board *Field not completed.*

I would like to be considered for membership on the following city boards/committees:

Rank your first choice by placing "1" in the drop down. If you would consider an alternative appointment, if not appointed to the 1st choice, please place a "2" and so on in the drop down of the alternative boards/committees.

Board of Adjustment,
Code Enforcement &
Appeals

Field not completed.

Planning Commission

Field not completed.

Library Board

Field not completed.

Airport Authority

1

Historic Preservation
Board

Field not completed.

Parks & Recreation
Advisory Board

Field not completed.

Mayor's Youth Council

Field not completed.

Are you a resident of
the city?

Yes

How long have you
been a resident of the
city?

2 Years

Are you a resident of
the county?

Yes

How long have you
been a resident of the
county?

12 Years

Are you a registered
voter?

Yes

Are you a property
owner?

Yes

Why do you wish to
serve on this city
board/committee?

To play a larger role in my community and advance our airport as a leading municipal airport.

What is it in your
background that has

Studied Aviation Management. Have worked in the aviation industry for the last 15. Private Pilot Certificate Holder. Held

CONSENT ITEMS 2.8

Approval of Task Assignment's with Jones Edmunds for the Water, Wastewater, and Reclaim Water Master Plans and Updates

Issue:

Water, Wastewater, and Reclaim Water Master Plans and Updates

Background:

It has been 6 years since our last master plans for water and wastewater were updated. It is planned to update those and to provide a master plan for the reclaim water system. These Master Plan's show what improvements, modifications, expansions, etc. should be done to the utility infrastructure.

Attachment(s):

1. JE TA-24-02 Potable Water Master Plan
2. JE TA24-03 Wastewater and Reclaimed Master Plans

Fiscal Impact:

Funding is available in the Professional Services line item's for each Division. Water Master Plan Update is \$147,350.00. Wastewater update and the creation of a Reclaim Water master plan is \$273,500.00.

Staff Recommendation:

It is the staff's recommendation to the City Council to approve the Water and Wastewater Master Plan updates, and the creation of the Reclaim Water Master Plan.

THE CITY OF ZEPHYRHILLS, FLORIDA
EXHIBIT F – TASK ASSIGNMENT JE 24-02
MASTER PLAN FOR WATER DISTRIBUTION SYSTEM

PURPOSE

This is a Task Assignment to the Professional Services – City-Wide Services Contract dated June 11, 2018, between THE CITY OF ZEPHYRHILLS (CITY), Florida and JONES EDMUNDS & ASSOCIATES, INC. (CONSULTANT) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the CONSULTANT to provide Engineering services when and as authorized by the CITY's representative, when deemed necessary.

METHOD OF COMPENSATION

Payment shall be in accordance with the Professional Services – City-Wide Services Contract dated June 11, 2018, for Engineering Services. Compensation for all services, material, supplies, training, reimbursable expenses, and any other items or requirements necessary to complete the work as described herein shall be on a lump-sum basis of One Hundred Forty-Seven Thousand and Three Hundred Fifty dollars (\$147,350) payable at the rates attached hereto. At no time shall work fees exceed the said amount of compensation herein without a written and executed Task Assignment.

STANDARD OF CARE

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

PROCESS

The following Task Assignment Process shall be followed when Engineering Services are required. The Engineering Services CONSULTANT shall provide a complete and detailed proposal to include material and labor and shall submit its proposal in the following format to the CITY for review, revision, and approval.

The Engineering Services CONSULTANT, at a minimum, shall be required to provide the following detail in their proposal:

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

All Attachments to this Exhibit F are required for a complete Task Assignment to the Professional Services – City-Wide Services Contract.

ATTACHMENT 1 – SCOPE OF SERVICES

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

BACKGROUND

The CITY provides water utility services to approximately 15,227 water meters comprised of 11,684 Single Family Residential, 1,004 commercial meters, 69 master meters, 17 Fire Hydrant Meters, and 2,453 irrigation meters (estimated for 2024) within the service area. The service area encompasses approximately 24 square miles in the southeast portion of Pasco County. The water distribution system consists of the following components approximated from the known public records: 178 miles of water mains, one booster pump station and tank, nine water supply wells, and an emergency interconnect with Dade City.

The purpose of this Task Assignment is to assess the current system integrity and update the Master Plan for potable water applications. The Master Plan developed for the CITY in previous years will be used as the basis to update. Budgetary estimates for related Capital Improvement Projects (CIP) at a planning level will be provided. The elements for this Project follow.

SCOPE OF SERVICES

The Scope of Services includes the tasks described below.

TASK 1 – PROJECT MANAGEMENT AND MEETINGS

TASK 1.1 – PROJECT MANAGEMENT

This task includes overall management of the Project, including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the CITY.

TASK 1.2 – MEETINGS

The Project kickoff meeting will be held virtually. The CONSULTANT's attendees will be the Project Manager, the lead Project Engineer, and any other necessary Project team members. During the kickoff meeting, the following will be discussed:

- Project purpose, objectives, and scope.
- Project schedule, team roles, and responsibilities.
- Critical success factors.
- General overview of information needs.
- Appropriate contact people for each information need and overall communication plan.

Up to nine monthly progress meetings will be held virtually. Up to three technical workshops will be held, with the format to be determined. One Draft Report review virtual meeting will be held to discuss the deliverable described in Task 5. The CONSULTANT's attendees will be the Project Manager, the lead Project Engineer, and any other necessary Project team members. During the meetings, the following will be discussed:

- Project updates and progress.
- The CITY's comments on submitted items.
- Scheduling issues and critical-path items.
- Information needs and specific tasks to be performed before the next meeting.
- Other items that become relevant as the Project develops.
- Documentation of milestones achieved.

Deliverables: For each meeting, the CONSULTANT will prepare and distribute an Agenda. The CONSULTANT will prepare and electronically distribute Meeting Minutes to attendees via e-mail.

TASK 2 – SUMMARY OF CURRENT INFORMATION

TASK 2.1 – REVIEW EXISTING DATA

The CONSULTANT will review the existing Master Plan and compile known information about the existing system through information obtained from the CITY:

- Water mains for length and pipe types and nominal diameter, water supply wells for capacity, and available information about pumps, controls, and flow.
- Booster pump station for capacity and available information about pumps, controls, and flow.
- Booster pump stations, storage tanks or basins, distribution pumps for capacity, and available information about pumps, structure size, controls, and flow.

The CONSULTANT will review available run-time records for pump stations and supply wells (paper copies and/or supervisory control and data acquisition [SCADA] data), available flow records (daily and hourly for specific days) for the potable water system, and any other available information provided by the CITY. Data gaps will be identified, and the CONSULTANT will perform a focused field data collection effort to understand the existing system.

TASK 2.2 – DOCUMENT EXISTING CONDITIONS

The CONSULTANT will coordinate with the CITY to gather the detailed information necessary to document the existing field conditions. This work will document the specific information needed to aid in generating the report and the modeling effort.

The CONSULTANT will create a Field Testing Plan and provide the Plan to the CITY. The CONSULTANT will meet with the CITY (1 day) to review the Field Testing Plan and to discuss the extent and characterization of the data that the CONSULTANT will obtain.

The CONSULTANT will install data loggers throughout the water distribution system. The CONSULTANT will also be responsible for collecting/downloading the data (e.g., flow,

pressure) and providing this information to the CITY. The CITY will coordinate staff to assist the CONSULTANT accessing equipment to install the data collection and as-needed for gathering field information. The CONSULTANT will conduct the necessary site visits to observe and gather field information at the existing wells and pump stations. The CITY will make staff available to access all equipment and sites. After visiting the wells and pump station, the CONSULTANT will qualitatively evaluate the pumps, controls, and exposed piping regarding their suitability for continued service. The qualitative assessment will consist of a visual observation of the pump station and each supply well.

Deliverables: The CONSULTANT will provide the CITY with a Technical Memorandum summarizing the findings of this task. This information will be incorporated in the Master Plan Update report.

TASK 3 – HYDRAULIC MODEL AND FUTURE CONDITIONS

TASK 3.1 – EVALUATE FUTURE WATER DEMANDS

The CONSULTANT will work with the CITY to estimate and evaluate future water demands to project estimated flows and demands for 2025, 2030, 2035, and 2040. These projections will be based on previous planning estimates by the CITY, collected data, and acceptable engineering practices.

TASK 3.2 – PREPARE HYDRAULIC MODEL, IDENTIFY SYSTEM NEEDS, AND UPDATE HYDRAULIC MODEL

The CONSULTANT will update/calibrate a hydraulic model of the existing water distribution system. The model software to be used will be WaterGEMS. The CONSULTANT will update/calibrate the water model using information obtained from Task 2.2. The model will include the supply wells, water mains, booster pump station, and storage tanks defined in the prior task.

The CONSULTANT will meet with the CITY's operations staff to discuss and review the updated hydraulic model to verify the accuracy of its system representation to the extent practical and to obtain and discuss comments. Also at the meeting, the CITY and the CONSULTANT will agree on the level of service criteria to be used to evaluate system performance and identify improvement needs.

The CONSULTANT will incorporate changes in the model as agreed at the meeting and will verify the overall performance of the model for a current or recent high flow 24-hour extended period condition. The CONSULTANT will also use the results of pump testing to verify the performance of the wells and pump stations. The verified model will be considered the baseline model upon which improvements will be planned. This Scope of Services does not include investigative field work needed to ascertain the reasons for discrepancies between the model results and field performance. The CONSULTANT will discuss discrepancies with the CITY. If the CITY and CONSULTANT agree that any discrepancies need to be resolved for the work to continue, the CITY and CONSULTANT will mutually agree on how to proceed.

After model scenarios are completed, the CONSULTANT will meet with the CITY to review the modeling results and the qualitative assessments. During the meeting the CITY and the CONSULTANT will conceptualize needed system improvements through Year 2040.

Deliverables: The CONSULTANT will provide the CITY with a Technical Memorandum summarizing the work associated with this task. This information will be incorporated into the Master Plan Update report.

TASK 4 – WATER DISTRIBUTION SYSTEM CAPITAL IMPROVEMENT PLAN

TASK 4.1 – IDENTIFY NEEDED IMPROVEMENTS

Based on the modeling results and previous assessments, the CONSULTANT will develop water distribution system improvement recommendations. The CONSULTANT will test and refine the improvements in the hydraulic model, if needed. The CONSULTANT will meet with the CITY to review the proposed improvements as described in Task 1.2. The CONSULTANT will incorporate CITY-requested improvements and modification ideas into the model and refine the improvements based on modeling, if needed.

Deliverables: The CONSULTANT will provide the CITY with a map and tables detailing the CONSULTANT'S recommended water distribution system improvements and an Agenda and Meeting Minutes for Workshop 1.

TASK 4.2 – CAPITAL IMPROVEMENT PLAN

The CONSULTANT will develop quantity takeoffs and costs for improvements. The Capital Improvement Plan will include the recommended timing for each improvement.

Deliverable: The CONSULTANT will provide the CITY with a table detailing each system improvement, planning level costs in 2024 dollars, and proposed timing.

TASK 5 – MASTER PLAN REPORT PREPARATION

TASK 5.1 – DRAFT REPORT

The CONSULTANT will include all information from all tasks into one comprehensive report. As part of this, the CONSULTANT will develop the draft report text, tables, and figures.

Deliverable: The CONSULTANT will provide the CITY with a draft report in PDF format.

TASK 5.2 – FINAL REPORT

The CONSULTANT will include all information from all tasks into one comprehensive report. As part of this, the CONSULTANT will update the report text, tables, and figures as agreed to during the Draft Report review teleconference described in Task 1.2. The CONSULTANT will update the draft text, tables, and figures based on comments from the CITY and decisions agreed to in the review meeting.

Deliverables: The CONSULTANT will provide the CITY with a final report in PDF and original file formats.

EXCLUSIONS AND CONDITIONS

The following items are exclusions to or conditions of this Scope of Services:

- Permitting services are excluded from this Scope of Services. The intent of this project is to provide the CITY with the necessary information for identifying future Projects, costs, and priorities.
- The intent of this Scope of Services is to work with CITY to obtain as much detailed information regarding the existing infrastructure for use within the model. Obtaining any additional field investigation data outside those specifically described herein will be the responsibility of the CITY.

SUMMARY OF DELIVERABLES

The following summarizes the deliverables expected for this project by task:

- Task 1 – Electronic copies of the Agenda and Meeting Minutes associated with for each meeting.
- Task 2 - Electronic copies of a Technical Memorandum summarizing the findings of the existing data and conditions.
- Task 3 – Electronic copies of a Technical Memorandum summarizing the future water demands and hydraulic model and identifying system needs.
- Task 4 – Electronic copies of recommended water distribution system improvements, agendas and meetings minutes from Workshops, and a formal table with all improvements and approximate costs.
- Task 5 – Electronic copies of draft and final Master Plan Report documents.

ATTACHMENT 2 – PROJECT SCHEDULE

This Task Assignment shall commence upon Notice to Proceed (NTP) and continue until the Scope of Services is completed and accepted by the CITY. Said project shall maintain the schedule as provided. If the schedule is altered due to unforeseen delays, the CITY's Project Manager shall be notified at once.

Task	Milestone	Activity Duration (Days)	Days from NTP
	NTP	0	0
1	Project Management and Meetings	240	Throughout
2	Summary of Current Information	57	57
3	Hydraulic Model and Future Conditions	33	90
4	Water Distribution System Capital Improvement Plan	40	160
5	Master Plan Report Preparation	40	240

ATTACHMENT 3 – CONSULTANT’S PROJECT TEAM MEMBERS

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

The following is a list of proposed team members for the Master Plan for the Water Distribution System project. Any changes to the proposed Project Team will be coordinated in advance with the CITY’s Project Manager.

Name	Title	Responsibility
Michael Clark	Senior Engineer	Client Service Manager (QA/QC)
John Horvath	Senior Project Manager	Project Manager
Chris Makransky	Engineer	QA/QC
TJ Lillo	Engineer	QA/QC
Sean Menard	Project Engineer	Engineer of Record and Technical Lead

Note: QA/QC = Quality Assurance/Quality Control.

ATTACHMENT 4 – TOTAL COST FOR SERVICES

Based on the Scope of Services described in Attachment 1, the CITY will compensate the CONSULTANT on a lump-sum fee, percent-complete basis as follows:

Task	Total
Task 1 – Project Management and Meetings	\$9,410
Task 2 – Summary of Current Information	\$49,300
Task 3 – Hydraulic Model and Future Conditions	\$25,440
Task 4 – Water Distribution Capital Improvement Plan	\$31,600
Task 5 – Master Plan Report Preparation	\$31,600
Grand Total	\$147,350

ATTACHMENT 5 – TRUTH IN NEGOTIATION CERTIFICATE

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

DATED this 16th day of January, 2024.

By: [Signature]
Stanley F. Ferreira, Jr.

STATE OF FLORIDA
COUNTY OF ALACHUA

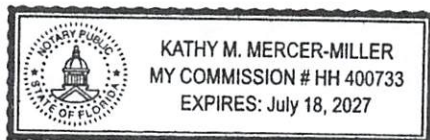
BEFORE ME, the undersigned authority, personally appeared Stanley F. Ferreira, Jr., President and CEO of Jones Edmunds & Associates, Inc. who, after first being duly sworn, deposes and says that the foregoing Truth in Negotiation Certificate is true and correct to the best of his knowledge, information,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

SWORN TO AND SUBSCRIBED before me on this 16th day of January, 2024, by Stanley F. Ferreira, Jr. who is personally known to me.

Kathy M. Mercer-Miller

Kathy M. Mercer-Miller

COMMISSION SEAL/NUMBER:



SIGNATURE

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

OWNER:

The City of Zephyrhills, Florida

By: _____
Lance A. Smith, Council President

Date Approved: February 12, 2024

ATTEST:

By: _____
Lori Hillman, City Clerk

CONSULTANT:

Jones Edmunds & Associates, Inc.

By: _____
Stanley F. Ferreira, Jr.
President and CEO

ATTEST:

By: Kathy M. Mercer-Miller
Kathy M. Mercer-Miller
Contracts Specialist

John Horvath
John Horvath (Jan 15, 2024 12:54 PM)

Alan Foley
Alan Foley (Jan 15, 2024 12:50 PM)

THE CITY OF ZEPHYRHILLS, FLORIDA

EXHIBIT F—TASK ASSIGNMENT JE 24-03

MASTER PLANS FOR WASTEWATER AND RECLAIMED WATER SYSTEMS

PURPOSE

This is a Task Assignment to the Professional Services – City-Wide Services Contract dated June 11, 2018, between THE CITY OF ZEPHYRHILLS (CITY), Florida and JONES EDMUNDS & ASSOCIATES, INC. (CONSULTANT) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the CONSULTANT to provide Engineering services when and as authorized by the CITY's representative, when deemed necessary.

METHOD OF COMPENSATION

Payment shall be in accordance with the Professional services – City-Wide Services Contract dated June 11, 2018 for Engineering Services. Compensation for all services, material, supplies, training, reimbursable expenses, and any other items or requirements necessary to complete the work as described herein shall be on a lump-sum of Two Hundred Seventy-Three and Five Hundred dollars (\$273,500) payable at the rates attached hereto. At no time shall work fees exceed the said amount of compensation herein without a written and executed Task Assignment.

STANDARD OF CARE

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

PROCESS

The following Task Assignment Process shall be followed when Engineering Services are required. The Engineering Services CONSULTANT shall provide a complete and detailed proposal to include material and labor and shall submit its proposal in the following format to the CITY for review, revision, and approval.

The Engineering Services CONSULTANT, at a minimum, shall be required to provide the following detail in their proposal:

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

All Attachments to this Exhibit F are required for a complete Task Assignment to the Professional Services – City-Wide Services Contract.

ATTACHMENT 1—SCOPE OF SERVICES

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

BACKGROUND

The CITY provides wastewater utility services to various residents within the service area. The service area encompasses approximately 20.5 square miles, with lift station zones of 6.3 square miles in the southeast portion of Pasco County. The wastewater collection and conveyance system consists of the following components, which were approximated from the known public records: 93.7 miles of gravity sewers, 34.6 miles of force mains, 72 lift stations (LS), one regional wastewater treatment facility (WWTF), and a rapid infiltration basin (RIB) disposal system. The CITY WWTF current permit expires in March 2028.

The CITY provides reclaimed water (RCW) utility services to approximately 32 RCW meters within the service area. The service area is in the southeast portion of Pasco County. The RCW distribution system consists of the following components approximated from the known public records: 8 miles of RCW mains, one booster pump station, and various meters and valves throughout.

The purpose of this Task Assignment is to assess the current system integrity and update the Master Plan for wastewater application and prepare a new Master Plan for the RCW application. The Master Plans developed for the CITY in previous years will be used as the basis to update wastewater and as format for the new reclaimed. Budgetary estimates for related Capital Improvement Projects (CIP) at a planning level will be provided. The elements for this Project follow.

SCOPE OF SERVICES

The Scope of Services includes the tasks described below.

TASK 1 – PROJECT MANAGEMENT AND MEETINGS

TASK 1.1 – PROJECT MANAGEMENT

This task includes overall management of the Project, including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the CITY.

TASK 1.2 – MEETINGS

The Project kickoff meeting will be held virtually. The CONSULTANT's attendees will be the Project Manager, the lead Project Engineer, and any other necessary Project team members. During the kickoff meeting, the following will be discussed:

- Project purpose, objectives, and scope.
- Project schedule, team roles, and responsibilities.
- Critical success factors.
- General overview of information needs.
- Appropriate contact people for each information need and overall communication plan.

Up to nine monthly progress meetings will be held virtually. Up to three technical workshop will be held, with the format to be coordinated. One Draft Report review virtual meeting will be held to discuss the deliverable described in Task 5. The CONSULTANT's attendees will be the Project Manager, the lead Project Engineer, and other necessary Project team members. During the meetings, the following will be discussed:

- Project updates and progress.
- The CITY's comments on submitted items.
- Scheduling issues and critical-path items.
- Information needs and specific tasks to be performed before the next meeting.
- Other items that become relevant as the Project develops.
- Documentation of milestones achieved.

Deliverables: For each meeting, the CONSULTANT will prepare and distribute an Agenda. The CONSULTANT will prepare and electronically distribute Meeting Minutes to attendees via e-mail.

TASK 2 – SUMMARY OF CURRENT INFORMATION

TASK 2.1 – REVIEW EXISTING DATA

The CONSULTANT will review existing Master Plans available and compile known information about the existing system through information obtained from the CITY:

- Gravity sewers and force mains for length and pipe types and nominal diameter
- Lift stations for capacity, and available information about pumps, wetwell size, and controls.
- Flow information from WWTF headworks, and effluent flows.
- RCW distribution mains for length and pipe types and nominal diameter
- RCW booster pump stations, storage tanks or basins, distribution pumps for capacity, and available information about pumps, structure size, controls, and flow.

The CONSULTANT will review available infiltration and inflow (I&I) reports, available lift station run-time records (paper copies and/or supervisory control and data acquisition [SCADA] data), and available WWTF flow records (daily and hourly for specific days) for the wastewater system. The CONSULTANT will review applicable RCW use records, major user agreements as defined in the WWTF permit, booster pump station run-time records, and other available information provided by the CITY. Data gaps will be identified, and the

CONSULTANT will perform a focused field data collection effort to understand the existing system.

TASK 2.2 – DOCUMENT EXISTING CONDITIONS

The CONSULTANT will coordinate with the CITY to gather the detailed information necessary to document the existing field conditions. This work will document the specific information needed to aid in generating the report and the modeling effort.

The CONSULTANT will create a Field Testing Plan and provide the Plan to the CITY. The CONSULTANT will meet with the CITY (1 day) to review the Field Testing Plan and to discuss the extent and characterization of the data that the CONSULTANT will obtain.

The CONSULTANT will conduct the necessary site visits to observe and gather field information at existing lift stations and booster pump stations. The CONSULTANT will also receive from the CITY any historical results of lift station pump down tests or booster pump records to compare with the CONSULTANT's own verified and performed tests during the site visits. For the visited stations, the CONSULTANT will qualitatively evaluate the pumps, rails, controls, tanks/wet wells, and exposed piping regarding their suitability for continued service. The qualitative assessment will consist of a visual observation of each major infrastructure component.

Deliverables: The CONSULTANT will provide the CITY with a Technical Memorandum summarizing the findings of this task. The information will be incorporated into the Master Plan Update report.

TASK 3 – HYDRAULIC MODELS AND FUTURE CONDITIONS

TASK 3.1 – EVALUATE FUTURE WASTEWATER FLOWS AND RCW DEMANDS

The CONSULTANT will work with the CITY to estimate and evaluate future wastewater flows and RCW demands to project estimated flows and demands for 2025, 2030, 2035, and 2040. These projections will be based on previous planning estimates by the CITY, collected data, and acceptable engineering practices.

TASK 3.2 – PREPARE HYDRAULIC MODELS AND IDENTIFY SYSTEM NEEDS

The CONSULTANT will update and calibrate an existing hydraulic model of the wastewater conveyance system. The model software to be used will be SewerGEMS. The CONSULTANT will update and calibrate the wastewater model using information obtained from Task 2.2. The model will include the lift stations, gravity sewer, force mains, and relevant components of the WWTF.

The CONSULTANT will prepare a new hydraulic model of the RCW distribution system. The model software to be used will be WaterGEMS. The CONSULTANT will prepare the RCW model using information obtained from Task 2.2. The model will include the RCW distribution mains, booster pump stations, and relevant components of the RCW system.

The CONSULTANT will meet with the CITY's operations staff to discuss and review the hydraulic models to verify the accuracy of their system representations to the extent practical and to obtain and discuss comments. Also at the meeting, the CITY and the

CONSULTANT will agree on the level of service criteria to be used to evaluate system performance and identify improvement needs.

The CONSULTANT will incorporate changes in the models as agreed at the meeting and will verify the overall performance of the models for a current or recent high flow 24-hour extended period condition. The CONSULTANT will also use the results of pump testing and record review to verify the performance of the lift stations and booster pump stations. The verified model will be considered the baseline model upon which improvements will be planned. This Scope of Services does not include investigative field work needed to ascertain the reasons for discrepancies between the model results and field performance. The CONSULTANT will discuss discrepancies with the CITY. If the CITY and CONSULTANT agree that any discrepancies need to be resolved for the work to continue, the CITY and CONSULTANT will mutually agree on how to proceed.

After the model scenarios are completed, the CONSULTANT will meet with the CITY to review the modeling results and the qualitative assessments. During the meeting, the CITY and the CONSULTANT will conceptualize needed system improvements through 2040.

Deliverables: The CONSULTANT will provide the CITY with a Technical Memorandum summarizing the work associated with this task. This information will be incorporated into the updated wastewater Master Plan report and into the new RCW Master Plan report.

TASK 4 – WASTEWATER AND RECLAIMED WATER SYSTEM CAPITAL IMPROVEMENT PLAN

TASK 4.1 – IDENTIFY NEEDED IMPROVEMENTS

Based on the modeling results and previous assessments, the CONSULTANT will develop wastewater and RCW system improvement recommendations. The CONSULTANT will test and refine the improvements in the hydraulic models, if needed. The CONSULTANT will meet with the CITY to review the proposed improvements as described in Task 1.2. The CONSULTANT will incorporate CITY-requested improvements and modification ideas into the model and refine the improvements based on modeling if needed.

Deliverables: The CONSULTANT will provide the CITY with maps and tables detailing the CONSULTANT’S recommended wastewater and RCW systems improvements and an Agenda and Meeting Minutes for Workshop 1.

TASK 4.2 – CAPITAL IMPROVEMENT PLAN

The CONSULTANT will develop quantity takeoffs and costs for improvements. The Capital Improvement Plan will include the recommended timing for each improvement.

Deliverable: The CONSULTANT will provide the CITY with a table detailing each system improvement, planning level costs in 2024 dollars, and proposed timing.

TASK 5 – MASTER PLAN REPORT PREPARATION

TASK 5.1 – DRAFT REPORT

The CONSULTANT will include all information from all tasks into one comprehensive report. As part of this, the CONSULTANT will develop the draft report text, tables, and figures.

Deliverable: The CONSULTANT will provide the CITY with a draft report in PDF format.

TASK 5.2 – FINAL REPORT

The CONSULTANT will include all information from all tasks into one comprehensive report. As part of this, the CONSULTANT will update the report text, tables, and figures as agreed to during the Draft Report review meeting described in Task 1.2. The CONSULTANT will update the draft text, tables, and figures based on comments from the CITY and decisions agreed to in the review meeting.

Deliverables: The CONSULTANT will provide the CITY with a final report in PDF and original file formats.

EXCLUSIONS AND CONDITIONS

The following items are exclusions to or conditions of this Scope of Services:

- Permitting services are excluded from this Scope of Services. The intent of this project is to provide the CITY with the necessary information for identifying future Projects, costs, and priorities.
- The intent of this Scope of Services is to work with CITY to obtain as much detailed information regarding the existing infrastructure for use within the models. Obtaining any additional field investigation data outside those specifically described herein will be the responsibility of the CITY.

SUMMARY OF DELIVERABLES

The following summarizes the deliverables expected for this project by task:

- Task 1 – Electronic copies of the Agenda and Meeting Minutes associated with for each meeting.
- Task 2 - Electronic copies of Technical Memoranda summarizing the findings of the existing data and conditions.
- Task 3 – Electronic copies of Technical Memoranda summarizing the future water demands and hydraulic model and identifying system needs.
- Task 4 – Electronic copies of recommended wastewater and RCW system improvements, agendas and meetings minutes from Workshops, and a formal table with all improvements and approximate costs.
- Task 5 – Electronic copies of draft and final Master Plan Report documents.

ATTACHMENT 2 – PROJECT SCHEDULE

This Task Assignment shall commence upon Notice to Proceed (NTP) and continue until the Scope of Services is completed and accepted by the CITY. Said project shall maintain the schedule as provided. If the schedule is altered due to unforeseen delays, the CITY's Project Manager shall be notified at once.

Task	Milestone	Activity Duration (Days)	Days from NTP
	NTP	0	0
1	Project Management and Meetings	260	Throughout
2	Summary of Current Information	113	113
3	Hydraulic Models and Future Conditions	67	180
4	Wastewater and Reclaimed Water System Capital Improvement Plans	80	160
5	Master Plan Report Preparation	80	240

ATTACHMENT 3 –CONSULTANT’S PROJECT TEAM MEMBERS

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

The following is a list of proposed team members for the Master Plan for Wastewater and Reclaimed Water Systems I project. Any changes to the proposed Project Team will be coordinated in advance with the CITY’s Project Manager.

Name	Title	Responsibility
Michael Clark	Senior Engineer	Client Service Manager (QA/QC)
John Horvath	Senior Project Manager	Project Manager
Chris Makransky	Engineer	QA/QC
TJ Lillo	Engineer	QA/QC
Sean Menard	Project Engineer	Engineer of Record and Technical Lead

Note: QA/QC = Quality Assurance/Quality Control.

ATTACHMENT 4 – TOTAL COST FOR SERVICES

Based on the Scope of Services described in Attachment 1, the CITY will compensate the CONSULTANT on a lump-sum fee, percent-complete basis as follows:

Task	Total
Task 1 – Project Management and Meetings	\$26,320
Task 2 – Summary of Current Information	\$82,150
Task 3 – Hydraulic Models and Future Conditions	\$48,710
Task 4 – Wastewater and Reclaimed Water Systems Capital Improvement Plans	\$58,160
Task 5 – Master Plan Report Preparation	\$58,160
Grand Total	\$273,500

ATTACHMENT 5 – TRUTH IN NEGOTIATION CERTIFICATE

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

DATED this 11th day of January, 2024.

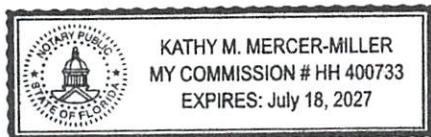
By: [Signature]
Stanley F. Ferreira, Jr.

STATE OF FLORIDA
COUNTY OF ALACHUA

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

SWORN TO AND SUBSCRIBED before me on this 16th day of January, 2024, by Stanley F. Ferreira, Jr. who is personally known to me.

Kathy M. Mercer-Miller
Kathy M. Mercer-Miller
COMMISSION SEAL/NUMBER:



SIGNATURE

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

OWNER:

The City of Zephyrhills, Florida

By: _____

Lance A. Smith, Council President

Date Approved: February 12, 2024

ATTEST:

By: _____

Lori Hillman, City Clerk

CONSULTANT:

Jones Edmunds & Associates, Inc.

By: _____

Stanley F. Ferreira, Jr.
President and CEO

ATTEST:

By: Kathy M. Mercer-Miller

Kathy M. Mercer-Miller
Contracts Specialist

John Horvath
John Horvath Jan 15, 2024 12:55 EST

Alan Foley
Alan Foley Jan 15, 2024 2:12 EST

CONSENT ITEMS 2.9

Duke Energy Electric Vehicle (EV) Agreement No. 41-24-02

Issue:

Renewal of Electric Vehicle (EV) charging stations

Background:

The (5) EV charging stations were installed at City Hall for a 4-year pilot program. As the pilot program has expired, Duke Energy has provided an agreement for the City to continue as a host site for the chargers. Currently, the chargers are free for users, with the City paying for the electricity. Once this host agreement is approved, Duke Energy and their 3rd party provider will set up a pricing schedule in order for the City to recoup the cost of the electricity.

Attachment(s):

1. DEF DCFC Site Host Agreement Final-No New Equipment-2024-City of Zephyrhills_encrypted_FINAL(30343969.1)
2. def-fcf-1

Fiscal Impact:

None. The charging stations are provided and maintained by Duke Energy and their 3rd party provider.

Staff Recommendation:

The Public Works Director and City Manager recommend approval of the Electric Vehicle (EV) host agreement as provided.



ELECTRIC VEHICLE DC FAST CHARGING SITE HOST AGREEMENT

THIS ELECTRIC VEHICLE SITE HOST AGREEMENT (the "**Agreement**") is entered into as of this 12 day of February, 2024 ("**Effective Date**"), between DUKE ENERGY FLORIDA, LLC ("**Duke Energy**") and (the "**Host**"). Duke Energy and Host may be referred to individually as a "Party" and collectively as the "**Parties**".

RECITALS

WHEREAS, Duke Energy has created the electric vehicle program (the "**Program**"), pursuant to which Duke Energy will install, own, operate, maintain and support electric vehicle supply equipment ("**EVSE**") within the Duke Energy Florida service area and will record system data to evaluate charging behavior and provide Program evaluations to the Florida Public Service Commission;

WHEREAS, Host may have participated in the Park and Plug program (the "**Park and Plug Program**") which was previously offered by Duke Energy and which included Duke Energy installing, owning, operating, maintaining and operating EVSE at certain of Host's Property (as defined below);

WHEREAS, Host desires to become a participant in the Program and have Duke Energy install and own the EVSE and associated wires, cables, electric meter and panel and other behind-the-meter equipment (collectively, the "**Equipment**") and associated front-end electric infrastructure, including wires, cables, conduits, transformers and related accessories and other equipment (the "**Infrastructure**"), in each case as necessary, on the properties identified in the Statements of Work attached hereto as Exhibit A (each, a "**Statement of Work**"), which is incorporated herein by reference (individually or collectively referred to as the "**Property**");

WHEREAS, Duke Energy is willing to enroll Host in the Program and to install the Equipment and Infrastructure at the Property in accordance with the terms of this Agreement and the Program; and

WHEREAS, Duke Energy has selected a company to provide network access for the Program (the "**Network Provider**") and the Network Provider may charge nominal transaction fees for charging sessions, the payment of which is set forth in Section 1(c) below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. DUKE ENERGY'S OBLIGATIONS.

a. Duke Energy and/or its contractors shall design and construct the Equipment and Infrastructure in compliance with the Program terms, as well as all applicable local, state and federal laws and regulatory requirements. Duke Energy and/or

its contractors will coordinate location, placement, and connection of the Equipment with Host. Duke Energy Florida's contractors will obtain electrical permits only. If Host previously participated in the Park and Plug Program, (i) Duke Energy may have already installed certain Equipment or Infrastructure that will be utilized in Host's participation in the Program, and (ii) Duke Energy may need to perform certain upgrade and transition services (such services, the "**Upgrade Services**") to support Host's participation in the Program, in each case as identified in the Statement of Work. The period of time during which Duke Energy is performing such upgrade and transition services shall be deemed the "**Transition Period**". Following the completion of the Upgrade Services, if applicable, and the construction of the Equipment and Infrastructure in accordance with this Agreement, Duke Energy shall notify Host in writing that the Equipment for the Program identified in the Statement of Work is ready for operation (the "**Operations Date**"). Should the proposed upgrade or installation schedule require modification, Duke Energy shall notify Host within a reasonable amount of time of such changes. At the option of Duke Energy, all Equipment shall be Duke Energy branded. Notwithstanding the foregoing, at Duke Energy's option, if permitted and reasonably practical, the electric meter, panel, and a portion of the Equipment shall be Duke Energy and Host co-branded, with such specifications to be mutually agreed upon by the Parties.

b. If Duke Energy deems it necessary, Duke Energy shall install and own a new electric meter and panel at the Property, which shall represent a separate new account independent from that of Host.

c. If Host has participated in the Park and Plug Program, during the Transition Period until the Operations Date, so long as Duke Energy has not notified Host to cease operating the existing EVSE installed in accordance with the Park and Plug Program, Host shall (i) provide access to such EVSE in accordance with this Agreement; (ii) be charged in accordance with its participation in the Park and Plug Program; and (iii) charge drivers in accordance with the elections made during its participation in the Park and Plug Program (as set forth on the Statement of Work).

d. Following the Operations Date, pursuant to the tariff filed with the Florida Public Service Commission (Duke Energy Tariff FCF-1) Duke Energy shall establish a fee to drivers of the approved rate tariff FCF-1, or the prevailing approved rate in effect at the time. The charges to be paid by such drivers will be collected by the Network Provider.

e. During the Term (as defined in Section 3 below) of this Agreement, subject to Sections 1(a) and 2(c) below, Duke Energy and/or its contractors shall maintain and repair the Equipment and Infrastructure at Duke Energy's expense. Duke Energy shall repair the Equipment and/or Infrastructure promptly following notification from Host. Duke Energy shall have the right to repair, modify or replace the Equipment

and/or Infrastructure at any time during the Term of this Agreement. Duke Energy shall schedule access for installation, maintenance and repairs during a mutually agreeable time. In emergency situations, Host will provide Duke Energy access as soon as reasonably possible and, if directed by Duke Energy, will immediately cease the operations of the EVSE or otherwise prohibit use of the EVSE for such time as directed by Duke Energy.

2. HOST'S OBLIGATIONS.

a. Host shall provide Duke Energy, its representatives, Network Provider, contractors, and designees access to the Program site for purposes of design and installation of the Equipment and Infrastructure and for performance of any Upgrade Services, if applicable.

b. Host agrees to grant Duke Energy permission as needed for Duke Energy to install the Equipment and Infrastructure and implement the Program at the Property. If determined by Duke Energy, as a requirement for Host's participation in the Program, Host agrees to execute a Duke Energy easement as required by Duke Energy in order to grant it sufficient rights for the installation, maintenance, repair and replacement of the Infrastructure.

c. Host shall grant to Duke Energy and/or its contractors such access to the Property as may be deemed necessary or desirable by Duke Energy for the assessment, installation, and the maintenance, repair and/or replacement of all or any portion(s) of the Equipment throughout the Term of this Agreement. In the event the Equipment fails to operate or otherwise requires repairs, Host shall notify Duke Energy promptly. Host shall not damage, disable, modify or tamper with the Equipment in any way except to the extent required by an emergency situation. If Host violates the preceding sentence, Duke Energy shall repair or replace the Equipment at Host's sole expense.

d. Host acknowledges that Duke Energy and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Duke Energy shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Duke Energy and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. Duke Energy will make available to Host, in its sole discretion, relevant station utilization data to assist with decisions to invest in additional charging stations by Host.

e. Except as directed by Duke Energy or as set forth on the Statement of Work, Host shall provide public, nondiscriminatory access to the EVSE year-round, 24 hours a day, seven days a week and shall ensure that the charging point is accessible during such times.

f. Host shall be permitted to promote and advertise the Program; provided, however, Duke Energy reserves the right to review and approve any and all advertising, marketing, co-branding or promotional copy or materials developed or used by Host which references Host's participation in the Program. Duke Energy may require Host to submit such copy and materials for pre-approval. Approval shall be granted, unless Duke Energy in its sole discretion, reasonably determines that the copy or materials are misleading, in error, or fail to meet the requirements of the Program terms and conditions, or is not in Duke Energy's best interest. In the event that Duke Energy does not approve, Host agrees to remove from circulation or otherwise discontinue the use of any such materials. Host shall not use, reproduce or display any trademark owned or held by Duke Energy or any of its affiliates without the prior written consent of Duke Energy.

g. Host shall use commercially reasonable efforts to maintain the electric vehicle parking area in safe, condition, to at least the same standard as it customarily maintains the common areas at the Host's Property. Host shall take reasonable measures to discourage and prevent anyone other than an EV driver or to whom a particular EVSE has been dedicated from parking in such space, including, without limitation, towing.

3. TERM AND TERMINATION.

a. This Agreement shall be effective as of the date of execution by both Parties. The term shall commence on the Effective Date and shall continue for ten (10) years (the "Term"), unless sooner terminated or extended as provided herein. Duke Energy shall have the right to extend the Term of this Agreement for one year by giving Host written notice of such extension at least thirty (30) days prior to the end of the Term. Upon expiration or an extension of the Term, Duke Energy in its sole discretion, may transfer title to the Equipment to Host as set forth in Section 5 below.

b. Notwithstanding anything herein to the contrary, Duke Energy shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to Host, which shall be effective as of the effective date of termination set forth in such notice. In addition, in the event Duke Energy determines that the Property is not technically compatible for the purposes hereunder, Duke Energy shall have the right to terminate this Agreement immediately upon written notice to Host. Unless otherwise agreed to by the Parties, Duke Energy shall remove the Equipment following any such termination and return the area to normal parking, in each case at Duke Energy's sole expense; provided, however, that Duke Energy shall have the option but not the obligation to remove any Infrastructure.

c. Notwithstanding anything herein to the contrary, Host shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to Duke Energy, which shall be effective as of the effective date of termination set forth in such notice (the "Termination Date"). In the event of a termination of this Agreement pursuant to this Section 3(c), Host shall pay to Duke Energy on the Termination Date an

amount equal to the Termination Fee (as defined below). Unless otherwise agreed to by the Parties, Duke Energy shall remove the Equipment following any such termination and return the area to normal parking, in each case at Host's sole expense; provided, however, that Duke Energy shall have no obligation to remove any Infrastructure.

d. The "**Termination Fee**" shall be calculated by Duke Energy and shall equal the pro rata portion of the depreciated dollar value of the Equipment and Infrastructure attributable to the portion of the Term not completed. For informational purposes only, Duke Energy's good faith estimate of the full dollar value of the Equipment and Infrastructure for a particular Property as of the date of a particular Statement of Work shall be included in the Statement of Work for such Property; provided, however, that such estimate shall have no impact on the actual calculation of the Termination Fee.

4. **ELECTRIC SERVICE COST/INTERRUPTION OF SERVICE.** Duke Energy shall be responsible for the installation of a system by which to charge for all electrical consumption costs derived from the utilization of EVSE for charging electric vehicles. Except for the Transition Period, during the Term, Host will not be billed for the electricity utilized by the EVSE, other than pursuant to its utilization of the EVSE in accordance with Section 1(d). During the Transition Period, Host shall be charged in accordance with its participation in the Park and Plug Program as contemplated in Section 1(c). The Parties acknowledge and agree that, pursuant to the tariffs on file with the Florida Public Service Commission, Duke Energy does not guarantee continuity of service to the EVSE and is not responsible or liable for interruption, failure, or defect in the supply or character of electricity furnished to facilities or Equipment.

5. **TITLE TO EQUIPMENT.** At all times during the Term of this Agreement, title to the Equipment and Infrastructure shall remain with Duke Energy and neither the Equipment nor the Infrastructure shall be considered fixtures or in any way the property of Host. Upon the expiration of this Agreement, including any extensions thereof, and at Duke Energy's and Host's mutual decision, title to the Equipment may transfer to Host at reasonable book or market value and with no representations or warranties or recourse against Duke Energy. Upon transfer of title to the Equipment to Host, (i) Host releases Duke Energy from any liabilities, including, but not limited to, any claim or action for bodily injury or property damage resulting from or related to the Equipment or the use of the Equipment whether arising prior to or after such transfer and (ii) Host will be responsible for electrical consumption costs, network access fees, maintenance costs, and any repair costs thereafter.

6. **GOVERNMENTAL APPROVALS.** It is understood and agreed that Duke Energy's ability to install the Equipment and Infrastructure is contingent upon its obtaining after the execution date of this Agreement all of the applicable permits and other approvals that may be required by any federal, state or local authorities (collectively the "**Governmental Approvals**"). Host shall cooperate with Duke Energy in its

effort to obtain such Governmental Approvals. In the event that any of such applications for such Governmental Approvals should be finally rejected or Duke Energy determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to Duke Energy is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, Duke Energy shall have the right to terminate this Agreement immediately upon written notice to Host.

7. **ACCESSIBILITY REQUIREMENTS.** Host understands and accepts that electric vehicle charging facilities that are publicly accessible shall comply with the Americans with Disabilities Act (ADA) and any applicable State of Florida building standards. Host understands and accepts that such standards may impact parking layouts and potentially change the number of non-accessible parking spaces available. Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the Program and may be dictated by design constraints, by law or regulation or by local jurisdictional authorities. Host shall be responsible for any construction upgrades to the Property required in order for the Property to be ADA compliant and hereby agrees that Duke Energy will not be responsible for any construction upgrades required for the EVSE or the Property to be ADA compliant, including but not limited to, the construction of ADA-compliant ramps or the inclusion of certain signage or paint markings.

8. **DUTY TO NOTIFY.** Host shall have the duty to notify Duke Energy promptly regarding any unsafe, inoperable or damaged equipment that applicant becomes aware of. In addition, Host shall promptly report all claims and/or incidents to Duke Energy or its designated representative(s), and promptly thereafter confirm in writing, the occurrence of any injury, loss, or damage incurred.

9. **COMPENSATION.** Under no conditions shall Host or EV drivers receive compensation of any kind, either by cash, in-kind services, or otherwise, for any duties or requirements provided for in these terms and conditions or for participation in any way as part of the Program, including but not limited to: use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation in the Program.

10. **CHANGES.** Duke Energy may initiate changes to the Program as circumstances dictate.

11. **HOST REPRESENTATIONS.** Host represents and warrants that: (a) it is the owner or authorized manager of the proposed Property and has the power, authority and capacity to bind itself to undertake the Program terms and conditions; and to perform each and every obligation required of Host under the Program, (b) the Property is subject to no conditions, restrictions or covenants incompatible with the installation, maintenance, repair, replacement or use of the Equipment or Infrastructure; and (c) the Property is free of environmental contamination that violates any laws.

12. **DAMAGE TO PROPERTY.** Duke Energy shall be responsible for repairing any damage to the Property directly caused by the installation, maintenance and/or repair of the Equipment or Infrastructure.

13. **INDEMNIFICATION.** Subject to the limitations set forth in the Agreement, each Party shall indemnify and hold the other harmless against any claim of liability or loss from bodily injury or property damage resulting from or arising out of the negligence of such Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, its servants or agents. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

14. **SALE OF PROPERTY.** Host shall notify Duke Energy at least thirty (30) days prior to any sale of the Property. Within thirty (30) days following receipt of such notice, Duke Energy, in its sole discretion, may elect to permit Host to transfer this agreement and all obligations of Host to the new owner or to remove the Equipment at Host's sole expense. If Duke Energy elects to remove the Equipment, this Agreement shall be deemed to be automatically terminated without any further action required by either Party as of the earlier of (a) the date the sale of the Property is consummated and (b) the date the Equipment is removed.

15. **TAXES/TAX CREDITS.** To the extent the installation or ownership of the Equipment generates any tax credits, such credits shall be the sole property of and shall inure to the benefit of Duke Energy for the period for which it owns the Equipment provided under this Agreement. If, for any reason, any such credits are not received by Duke Energy, but are instead received by Host, Host agrees to promptly pay the dollar amount of any such credits to Duke Energy.

16. **LIMITATION OF LIABILITY.** In no event shall either Party be liable for consequential, special, incidental, exemplary, punitive, or any indirect damages of any nature arising at any time, from any cause whatsoever. Except for its fraud, willful misconduct or intentional misrepresentation, each Party's aggregate liability relating to this Agreement shall not exceed Two Hundred and Fifty Thousand dollars (\$250,000).

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to its conflict of laws principles.

18. **ENTIRE AGREEMENT; AMENDMENTS; ORDER OF PRECEDENCE.** This Agreement represents the entire agreement between Duke Energy and Host with respect to the subject matter hereof and supersedes all prior negotiations, binding documents, representations and agreements, whether written or oral, with respect to the subject matter hereof. The Parties may modify and replace any Statement of Work upon mutual agreement in writing. This Agreement may be amended or modified only by a written instrument duly executed by an authorized representative of each Party. The "Agreement" shall mean and shall consist of the following documents, listed in their order of priority in the event of a conflict: (a) any amendment signed by both Parties; (b) any Statement of Work; (c) the terms of this document; (d) any

exhibit(s), schedule(s), or descriptions and specifications incorporated into the Agreement.

19. **SUCCESSORS AND ASSIGNS.** Host may not assign, convey or transfer all or any part of this Agreement without Duke Energy's prior written consent. This Agreement shall be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns. Duke Energy may assign this Agreement or any benefit, interest, right or cause of action arising under the Agreement to any person without restriction.

20. **NO WAIVER.** No course of dealing or failure of Duke Energy or Host to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

21. **SURVIVAL.** All sections of this Agreement providing for indemnification or limitation of or protection against liability of either Party shall survive the termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

22. **SEVERABILITY.** If any provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of that provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable shall not be affected, and every remaining provision of this Agreement shall be valid and binding to the fullest extent permitted by laws.

23. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by U.S. mail, commercial courier, personal delivery or email, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Host: City of Zephyrhills, Florida
Attn: Shane LeBlanc
Address: _____
5335 8th Street
City, State, Zip: _____
Dade City, FL 33542
Phone: (813) 780-0000

Duke Energy: Duke Energy Florida, LLC
Attn: Program Manager - Park & Plug
PO Box 14042
St Petersburg, FL 33733
Phone: 800-700-8744

Notice shall be effective upon receipt or such later date specified in the notice.

24. **COUNTERPARTS**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

25. **NO JOINT VENTURE**. The Parties intend by this Agreement to establish the basis upon which they will cooperate together, but on an independent basis. This Agreement does not constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. Each of the Parties is independent and none of them are an agent of, nor has the authority to bind the other for any purpose. No Party shall bind any other, or represent that it has the authority to do so.

26. **PHOTOS/VIDEO OF EQUIPMENT**. Host agrees, upon reasonable notice to allow Duke Energy to enter the Property to take photographs or video of the Equipment. Duke Energy shall own all copyright and other intellectual property rights of such photographs or videos. To the extent the Property appears in any such photographs or videos, Host consents to Duke Energy's use and disclosure of such photographs or videos of the Property.

27. **PRIOR AGREEMENTS**. Except as expressly set forth in this Agreement, the Parties hereto agree that any prior Electric Vehicle Site Host Agreement entered into by the Parties is hereby deemed terminated without any further liability or obligation of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

DUKE ENERGY FLORIDA, LLC

By: Melissa Seixas

Print Name: MELUSSA SEIXAS

Title: STATE PRESIDENT, DUKE ENERGY FL

HOST:

City of Zephyrhills, Florida

By: _____

Print Name: Lance A. Smith

Title: Council President

EXHIBIT A
STATEMENT OF WORK
Site Specific Electric Vehicle Infrastructure

This **STATEMENT OF WORK** ("**SOW**" or "**Statement of Work**") effective 2/12/2024 is issued pursuant to the DUKE ENERGY Electric Vehicle Site Host Agreement for installation of DC Fast charger(s) dated 2/12/2024 ("**Agreement**") between City of Zephyrhills, Florida ("**Host**") and DUKE ENERGY Florida, LLC ("**Duke Energy**"). At the following site location listed below. Each site location shall be issued a separate SOW.

Site Location: Insert Address 5335 8th Street, Zephyrhills, FL 33542

	Deliverable	Description
1	Equipment	No new equipment to be installed
2	Existing Equipment and Host arrangement for payment of Charging Session*	
3	Upgrade Services and Anticipated Timeline*	
4	Infrastructure to be installed/upgraded (Site map attached)	n/a
5	Permits/Notice of Commencement	• Duke Energy electrical contractors will obtain required electrical permits • Site host to provide Duke Energy Notice of Commencement
6	Site host responsibilities	

7	Anticipated Value of Equipment and Infrastructure*	\$[•]
	*For informational purposes only	
8	Exceptions and Miscellaneous	• Duke will replace landscaping damaged by installation process • Standard Duke signage and pavement markings • Duke may employ 3rd party service to regularly inspect, maintain, and address issues with equipment

Host Current Account No.: -

** Only applicable if Host previously participated in the Park and Plug Program.*

**RATE SCHEDULE FCF-1
PUBLIC CHARGING FOR ELECTRIC VEHICLES****Availability:**

Available throughout the entire territory where customers charge electric vehicles at certain DEF ("the Company") owned public electric vehicle (EV) fast charging stations ("the stations") where DEF provides charging service and direct billing to the station user.

Applicable:

To any person ("user") who accesses the stations.

Character of Service:

EV charging service will be available at the Company-owned stations, with output power of 50 kW or greater, installed at Company or Host locations. The stations will be accessible to the public for charging.

Limitation of Service:

The user must register an account with the Company's mobile application or network provider, including payment information, prior to charging the EV..

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service". In case of conflict between any provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rate schedule shall apply.

Rate Per Month:

Energy Charge:	\$ 0.33 per kWh
Vehicle Idling Fee:	\$ 1.00 per minute

Additional Charges:

Gross Receipts Tax & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Terms of Payment:

Charging network fees as determined by the charging station network provider may apply at certain stations. The vehicle idling fee may apply following a ten-minute grace period at certain stations located in close proximity to highway corridors or other highly trafficked areas. The rates applicable to the specific station including the rate per kWh, taxes, and charging network provider and idling fees will be visible to the users via the app and/or display. Users will be notified when the charging session is complete via the display located at the charging dispenser and through the Company's mobile application and will have the ability to obtain a detailed receipt of the charge session.

HOT SPOT LEGEND

- US 301 & Pretty Pond Road
- Pretty Pond Road & Wire Road
- US 301 & Medical Arts Court
- Greenslope Drive & Daughtery Road
- US 301 & Daughtery Road
- Eiland Boulevard & Fort King Road
- CR 54 & Wire Road/12th Street
- US 301 & Fort King Road
- US 301 & Geiger Road
- North Avenue & 8th Street
- North Avenue & 12th Street
- US 301 & 5th Avenue
- US 301 & Chancey Road
- SR 39 & Chancey Road
- Copeland Drive & Chancey Road
- Hot Zone

Kossik Road

Pretty Pond Road

Medical Arts Court

Daughtery Road

Fort King Road

US 301

Eiland Boulevard

CR 54

Geiger Road

North Avenue

8th Street

5th Avenue

US 301

Chancey Road

Chancey Road



TRAFFIC STUDY MODIFICATIONS

WHY THE CHANGES?

- Concern for Turn Lanes on City/County Roadways
- Streamline Procedures/Criteria for Applicants
- Sensitivity to Project Sizes
- Move Towards Traffic Operational Analysis vs. Concurrency

Section 1: Traffic Study Requirements

- Current Standards:

De Minimus	→	≤ 1,200 Gross Daily Trips
Traffic Impact Analysis (TIA)	→	> 1,200 Gross Daily Trips

- De Minimus only requires trip generation.
- TIA requires complete concurrency analysis.

- Proposed Standards:

Traffic Impact Statement (TIS)	→	≤ 100 Gross PM Peak-Hour Trips
Traffic Impact Analysis (TIA)	→	> 100 Gross PM Peak-Hour Trips

- TIS will only require trip generation and turn lane analysis.
- TIA will require complete study, including hot spot locations analysis.

Section 10: Transportation Mitigation (Turn Lanes)

- Current Criteria:
 - NCHRP 457 (unless turn lanes are required as condition for approval)
- Proposed Criteria:
 - Left-Turn Lane Warrant → 20 vehicles per hour
 - Right-Turn Lane Warrant → 50 vehicles per hour (2-Lane only)
- City will have discretion if turn lanes are required when health, safety, and welfare are involved.
- The full new turn lane criteria is included in the packet presented to the Commission.

Coming Attractions...

Section 10: Transportation Mitigation (Roadway and Intersection Improvements)

- Current Criteria (based on Concurrency):
 - Roadway/Intersection Analyses → 5% of Adopted LOS Volume
 - Intersection Turn Lane Improvements → NCHRP 457
- Proposed Criteria (based on Traffic Operational Analysis approach):
 - Use of “Hot Spots” analysis of critical intersections and zones
 - Intersection Turn Lane Improvements → “Hot Spots Locations”
 - Within 1 mile of Project → Include in TIA
 - If 1/8 of a mile outside of the 1-mile radius, City may require additional analysis



Kossik Road

Pretty Pond Road

HOT SPOT LEGEND

- US 301 & Pretty Pond Road
- Pretty Pond Road & Wire Road
- Greenslope Drive & Daughtery Road
- US 301 & Daughtery Road
- Eiland Boulevard & Fort King Road
- CR 54 & Wire Road/12th Street
- North Avenue & 8th Street
- North Avenue & 12th Street
- US 301 & 5th Avenue
- US 301 & Chancey Road
- SR 39 & Chancey Road
- Copeland Drive & Chancey Road
- Hot Zone

Daughtery Road

US 301

Eiland Boulevard

CR 54

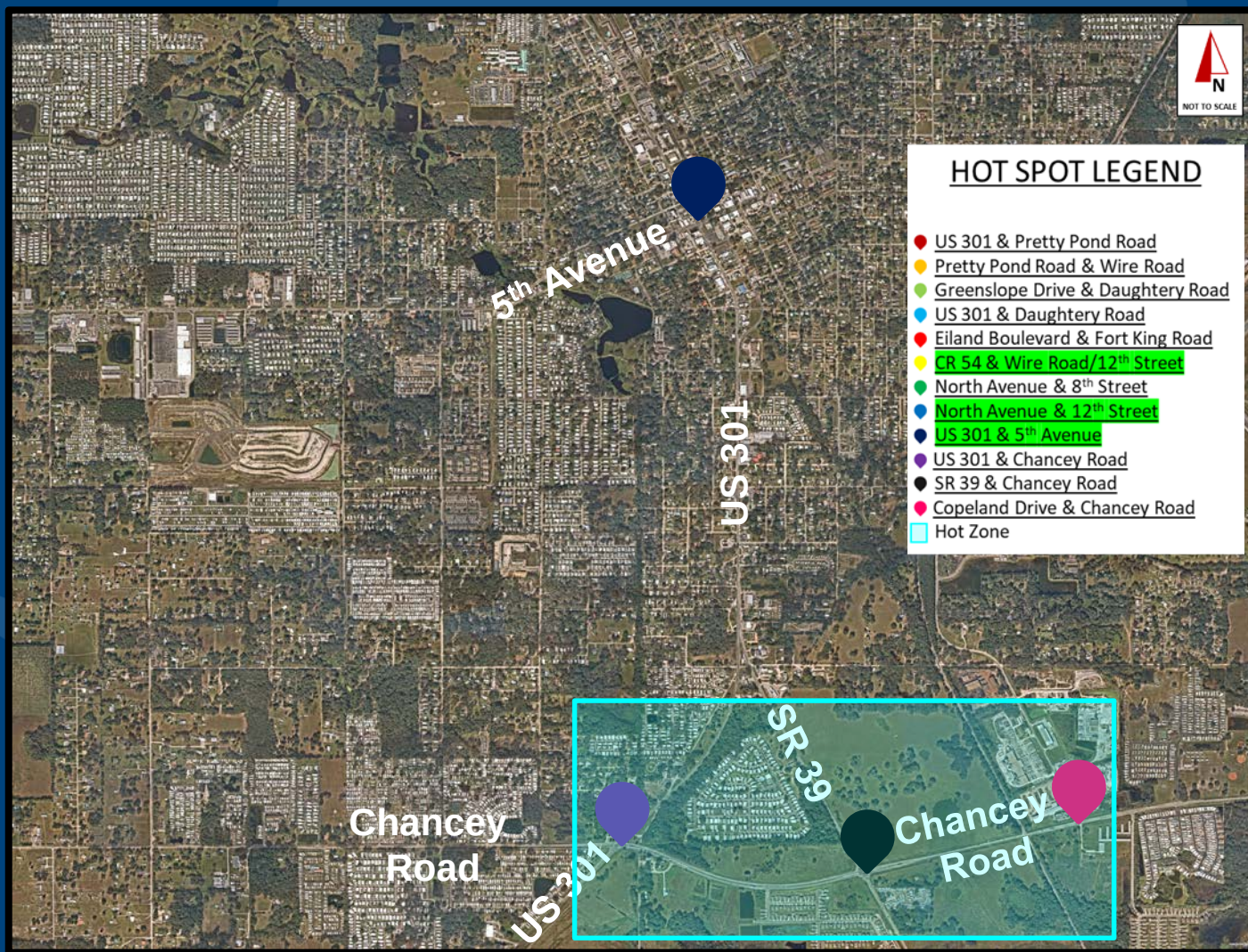
North Avenue

8th Street



HOT SPOT LEGEND

- US 301 & Pretty Pond Road
- Pretty Pond Road & Wire Road
- Greenslope Drive & Daughtery Road
- US 301 & Daughtery Road
- Eiland Boulevard & Fort King Road
- CR 54 & Wire Road/12th Street
- North Avenue & 8th Street
- North Avenue & 12th Street
- US 301 & 5th Avenue
- US 301 & Chancey Road
- SR 39 & Chancey Road
- Copeland Drive & Chancey Road
- Hot Zone



BUSINESS ITEMS/PUBLIC HEARING 4.1

Amend R4 Zoning Density from 20 units per acre to 14 units per acre

Second Reading **ORDINANCE NO. 1475-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES SECTION 150.01; AND AMENDING SUB-SECTIONS: 2.01.03.06 AMENDING THE MAXIMUM DENSITY IN MULTI-FAMILY RESIDENTIAL (R-4) ZONING FROM 20 TO 14 UNITS PER ACRE; AND TABLE 7.01.01 (DENSITY, AREA, HEIGHT AND BULK REQUIREMENTS) MULTI-FAMILY RESIDENTIAL (R-4) MAXIMUM DENSITY FROM 20 TO 14 UNITS PER ACRE; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1475-24 on the Second Reading

Issue:

The Planning Dept is initiating a text amendment to the City's Land Development Code. The proposed action would amend the R-4 zoning maximum density from 20 to 14 units per acre.

Staff / Planning Commission & City Council held a public workshop and discussed the proposal and feel at this time with significant growth pressures that have led to problems with traffic congestion and water supply that it is a good idea to reduce the density back down to 14 units per acre. The Future Land use will remain at 20 units per acre where development / redevelopment in the CRA / form-based code will continue to be allowed to develop up to 20 units per acre.

Background:

N/A

Attachment(s):

1. Ordinance 1475-24 - Amend R4 Zoning Density

Fiscal Impact:

NA

Staff Recommendation:

Approval

ORDINANCE NO. 1475-24

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING ZEPHYRHILLS LAND DEVELOPMENT CODE SUB-SECTION 2.01.03.06, AMENDING THE MAXIMUM DENSITY IN MULTI-FAMILY RESIDENTIAL (R-4) ZONING FROM 20 TO 14 UNITS PER ACRE; AND TABLE 7.01.01 (DENSITY, AREA, HEIGHT AND BULK REQUIREMENTS) MULTI-FAMILY RESIDENTIAL (R-4) MAXIMUM DENSITY FROM 20 TO 14 UNITS PER ACRE; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the City of Zephyrhills' Land Development Code as it relates to the maximum density of the Multi-Family Residential (R-4) zoning category from 20 to 14 units per gross acre; and

WHEREAS, the City Council and the Zephyrhills Planning Commission held a public workshop to review the current elements of the City's Land Development Code as it relates to the current maximum density, as a result of the workshop the joint Boards agreed that the maximum density of the Multi-Family Residential (R-4) zoning category shall be decreased from 20 to 14 units per gross acre standards; and

WHEREAS, based upon the recommendations of the joint workshop of the City Council and the Zephyrhills Planning Commission, the City Council of the City of Zephyrhills has prepared the amendments to the City's Land Development Code and find that they are in the best interest of the City of Zephyrhills; and

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City of Zephyrhills Land Development Code.

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.

Section § 2.01.03.06 of the City of Zephyrhills Land Development Code and Land Development Code Table 7.01.01 are hereby amended as follows:

§ 2.01.03.06 MULTI-FAMILY RESIDENTIAL (R-4).

This category is established to identify areas of the city appropriate for higher density mixed duplex and multi-family residential development. The maximum density of development shall be 14 units per gross acre with a maximum of 75% impervious area.

Land Development Code Tables:

- 1.) Table 7.01.01 Density, Area, Height & Bulk Requirements – R4 maximum density decrease to 14 units per gross acre; attached hereto as Exhibit 1.**

Section 3. Repealer.

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 4. 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 5. 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 6. Effective Date.

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

The foregoing Ordinance No. 1475-24 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 22nd day of January, 2024.

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

The foregoing Ordinance No. 1475-24 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 12th day of February, 2024.

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

The foregoing Ordinance No. 1475-24 was approved by me this 12th day of February, 2024.

Melonie Bahr Monson, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

CITY MANAGER'S REPORT 5.1

Chamber of Commerce Grant Agreement No. 41-24-04

Issue:

Included in the scope of work, Year one's project seeks to find ways to better present employment opportunities within the community. Research may include literature reviews, interviews with employers, and brainstorming with workforce-related entities such as Career Central and placement agencies. The culmination of the employment research will feature a Zephyrhills job fair to showcase job opportunities and employers in the community. Job fair attendees and employers will be surveyed after the event to help understand strategies and activities that worked the best.

Year two's project will focus on the significant and expanding medical segment. A medical-industry Biz-Walk was conducted in 2017 and a Medical Market Report was published in 2018. At the time of those studies, the mix of medical providers was significantly different from today and this new research will allow refreshment of our understanding and marketing of medical services.

Year three's research project will be determined during year two of the workplan. Leaving the exact topic for this report will enable the project to be flexible and responsive to the needs of the city. Within this timeframe of this workplan, major developments will certainly occur, which may include the opening of the new National Guard Armory, the opening of a new terminal at the airport, and significant increases in housing and associated population.

The ZEDC plans to continue to coordinate and collaborate with Pasco Economic Development Council, and continue to hold the annual economic development summit to provide community updates and work in developing and promoting the community.

This agreement does not focus on normal duties of the Chamber nor does it break out financial requirements for different tasks. To fully implement some of the changes it will take a multi-year commitment from both the City of Zephyrhills and Chamber of Commerce.

Background:

The City has collaborated with the Zephyrhills Chamber of Commerce on economic development issues and strategies for a number of years. This year, Vicki Wiggins, Dr. Randy Stovall and I met to revise the scope of work agreement and come up with short and long-term goals to benefit economic development in the Zephyrhills community.

Attachment(s):

1. ZEDC CHAMBER OF COMMERCE GRANT AGREEMENT 2024-2026

Fiscal Impact:

Funding in the amount of \$50,000 is in the FY24 budget. Future years' funding will need to be addressed with the FY 25 and FY26 budgets.

Staff Recommendation:

Staff recommends approval of agreement No. 41-24-04 with the Chamber of Commerce for the Zephyrhills Economic Development Coalition.

**GRANT AGREEMENT BETWEEN THE CITY OF ZEPHYRHILLS AND
THE GREATER ZEPHYRHILLS CHAMBER OF COMMERCE**

THIS AGREEMENT made and entered into this 12th day of February, 2024, by and between City of Zephyrhills, a Florida municipal corporation, 5335 8th St., Zephyrhills, Florida 33542 (hereinafter “City”), and Greater Zephyrhills Chamber of Commerce, located at 38550 5th Avenue, Zephyrhills, Florida 33542, within the limits of the City of Zephyrhills, in the State of Florida, (hereinafter “Grantee”).

W I T N E S S E T H:

WHEREAS, City on occasion provides grants for qualified organizations to complete specified programs and projects, which constitute a public purpose or provide a public benefit (hereinafter “Grant(s)"); and

WHEREAS, all Grant monies under this Program shall be expended solely for the benefit of the citizens of Zephyrhills, specifically outlined in paragraphs 3 and 4 below; and

WHEREAS, the City in 2011 appointed an Economic Taskforce to determine how best to address economic development in Zephyrhills; and

WHEREAS, the recommendations of that Taskforce and the Steering Committee, that was developed afterwards, recommended that the Chamber of Commerce should specifically coordinate development staffer, and develop and implement an economic development strategy/plan for Zephyrhills; and

WHEREAS, the City Council has determined to contract with the Greater Zephyrhills Chamber of Commerce for Economic Development Services.

NOW, THEREFORE, in consideration of the mutual covenants described herein, and other good and valuable consideration, which the parties hereby determine to be sufficient, the parties agree as follows:

1. **ABOVE PROVISIONS:** The above provisions are hereby incorporated into this Agreement.

2. **GRANT:** City hereby awards **Greater Zephyrhills Chamber of Commerce**, a new Grant in the amount of Fifty Thousand Dollars and 00/100 (\$50,000.00) for FY 24/25. City shall provide a check to the grantee within 45 days of the execution of this agreement.

3. **CONDITIONS:**

- a. Grantee shall use funds for purposes, programs, and deliverables outlined in Exhibit A.
- b. The following are non-allowable expenditures: lobbying or attempting to influence federal, state or local legislation; private entertainment, food, beverages; bad debts, contingencies, fines and penalties, interest, or other financial costs; contributions and/or donations.

4. **TERM:** This grant period shall run from February 12, 2024 to September 30, 2024, and FY's 2025, and 2026 contingent upon availability of City funds.

OPENER: In the event that the City Council does not budget funds in relation to this agreement, the parties shall meet and readdress the conditions of the Grant.

5. **APPLICABLE LAWS:** The Grantee must comply with all applicable laws, ordinances, and codes and shall, at its own expense, be responsible for all other fees or charges associated with the performance of the project or any other activities under this Agreement.

6. **INDEMNIFICATION:** The Grantee shall indemnify and hold the City harmless, including its elected and appointed officials, agents, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs, and attorney's fees on appeal rising out of or resulting from the carrying out of this Agreement, arising

out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement, except if due to a negligent act of the City.

7. **TERMINATION**: The City shall have the right to terminate this for any breach of any term of this Agreement. A breach shall include, but not be limited to, failure to utilize the funds as directed within this Agreement. Termination of the Agreement pursuant to this paragraph shall preclude the Grantee from applying for any further grants from the City. In the event that funds which are generally allotted to the Grantee by their parent organization are withheld or offset due to the Grant, the City shall terminate the Grant Agreement.

8. **NOTICE OF TERMINATION**: Upon the City's determination that Grantee has breached any term of this Agreement, the City will provide Grantee written notice of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above-described corrective action within fifteen (15) calendar days of Grantee's receipt of the written notice, this Agreement shall terminate without any further notice. The corrective action must be acceptable to the City in order to avoid termination hereunder.

9. **GRANTEE AS INDEPENDENT CONTRACTOR(S)**: It is agreed between the parties that the Grantee is an independent contractor and is not an employee or agent of the City.

10. **AUDIT**: From the date this agreement is made and for a period of up to three (3) years after the end of the fiscal year in which the grant is awarded or termination of this Agreement, the City shall have the right to review and audit any and all financial records or any other records having to do with this Agreement, at any time. Grantee agrees to cooperate fully on any review or audit conducted by the City.

11. **AMENDMENTS**: Any such amendments must be mutually agreed upon by the parties and must be in writing.

12. **NOTICES:** Any notices to the Grantee, under this Agreement, shall be mailed to:

**Greater Zephyrhills Chamber of Commerce
38550 5th Avenue
Zephyrhills, FL 33542**

Any notices to the City, under this Agreement, shall be mailed to:

**City of Zephyrhills
City Manager
5335 8th Street
Zephyrhills, FL 33542**

13. **ENTIRE AGREEMENT:** This Agreement incorporates the entire Agreement between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement.

14. **PUBLIC RECORDS: 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 AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

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

ATTEST:

CITY OF ZEPHYRHILLS

Lori L. Hillman, City Clerk

By: _____
Lance A. Smith, Council President

APPROVED AS TO FORM AND LEGALITY
For use and reliance by City of Zephyrhills, Florida, only.

Matthew E. Maggard, City Attorney

Witness:

GREATER ZEPHYRHILLS
CHAMBER OF COMMERCE

Print Name: _____

By: _____
Vicki Wiggins, President

Print Name: _____

STATE OF FLORIDA
COUNTY OF PASCO

PERSONALLY APPEARED before me, the undersigned authority, _____
_____ as President of Greater Zephyrhills Chamber of Commerce,
personally known to me or who produced a driver's license as identification, and he/she
acknowledged before me that he/she executed the foregoing instrument on behalf of Greater
Zephyrhills Chamber of Commerce as its true act and deed, and that he/she was authorized to do
so.

WITNESS my hand and official seal this _____ day of _____, 20__.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A

ZEPHYRHILLS ECONOMIC DEVELOPMENT COALITION (ZEDC) ORGANIZATION & SCOPE OF WORK 2023-2026

THE ZEPHYRHILLS ECONOMIC DEVELOPMENT COALITION (ZEDC) is a strategic partnership between the City of Zephyrhills, the Greater Zephyrhills Chamber of Commerce, Pasco Economic Development Council, and Main Street Zephyrhills, Inc.

The Zephyrhills Economic Development Coalition is housed in the Greater Zephyrhills Chamber of Commerce and is the Chamber's lead committee to energize economic development initiatives and programs.

ZEDC has two components that together accomplish the overall objectives of the Coalition: the ZEDC Stakeholder's Advisory Council and the ZEDC Steering Committee.

THE STAKEHOLDERS ADVISORY COUNCIL

The Stakeholder's Advisory Council is a volunteer committee comprised of business and community leaders in the Zephyrhills area who share a common goal to create a sustainable and vibrant local business and economic climate. The members of the Stakeholder's Advisory Council serve at the invitation of the ZEDC and are given periodic opportunities to remain on or remove themselves from the Stakeholder's Council, but otherwise do not have fixed terms of service.

The Council will bring together resources, expertise, and wisdom to fulfill the community's need for the following:

- **Advisors:** Provide sound business counsel with respect to local economic plans, activities, initiatives, and strategies.
- **Stewards:** Help conserve precious community assets and utilize them in the most efficacious way.
- **Experts:** Utilize personal credibility to advance Council plans by validating, endorsing, and establishing their soundness.
- **Resources:** Provide resources or wherewithal to acquire them from others.
- **Champions:** Demonstrate leadership in the pursuit of community goals and continuously raise the bar with respect to its future and its capabilities.

Structure: The Advisory Council acts in an advisory capacity to the Zephyrhills Economic Development Coalition and Steering Committee. Members of the Advisory board are not appointed by elected officials and the Advisory does not report directly to any governing body or agency or have fiduciary responsibility over ZEDC funding. The ZEDC Advisory Council may hear from government and economic development practitioners on issues relevant to the area and provide input and feedback on such issues or initiatives. Formal recommendations will be made to the requesting agency's primary administrator, and not to the elected official or board unless the ZEDC is acting of its own accord or initiative and deems it imperative to directly address elected officials or government/agency representatives. The ZEDC Advisory Council will elect a Chair and Vice Chair from its members, as well as other leadership positions, as appropriate. The Chair and Vice Chair will serve for a minimum one-year term beginning January 1st and ending December 31st of each calendar year. There is no term limit. At the last regularly scheduled

meeting of the year, the Advisory Council will discuss and determine by simple majority of members present an individual deemed qualified and willing to serve as Chair and Vice Chair for the next calendar year. The Chair will be responsible for coordinating and leading meetings of the Advisory Council. In the Chair's absence, the Vice Chair will assume the role of Chair.

Meetings: As a result of its relationship to the Greater Zephyrhills Chamber of Commerce, the Zephyrhills Economic Development Coalition Advisory Council is a private entity and not subject to Florida Sunshine regulations and other constraints that inhibit public sector organizations. From time to time, at its discretion, the Advisory Council may schedule public meetings or presentations and, with proper notice, invite elected officials, members of the press, and citizens to attend.

Frequency: The Advisory will meet bi-monthly on the second Tuesday at 8:00 am.

Agenda: The Advisory Council's meeting agenda will focus on high-level issues of relevance to Zephyrhills area business and economic development. The Advisory members will be asked to contribute their respective expertise to bring light to issues or opportunities that may be the subject of the Council's interest. The objective for each meeting will be to formulate strategies and action plans, make formal recommendations, and offer resources or support for those recommended actions.

ZEDC STEERING COMMITTEE

The ZEDC Steering Committee is a working group of economic development practitioners that includes, at a minimum: City of Zephyrhills, Greater Zephyrhills Chamber of Commerce, Pasco Economic Development Council, and Main Street Zephyrhills, Inc.

The purpose of the Steering Committee is to provide coordinated implementation of local economic development plans and initiatives, to provide additional economic development expertise and administrative support with respect to the Stakeholders Advisory Council and the Zephyrhills Economic Development Coalition, and to provide propulsion and continuity between meetings of the volunteer committees.

Structure: The Steering Committee will be chaired by a prominent volunteer member of the business community who commands the respect of the four participating organizations. Formally speaking, he or she will be appointed or reappointed annually by the Chairman of the Board of the Greater Zephyrhills Chamber of Commerce.

Meetings: The Steering Committee will operate largely by consensus. A key purpose of the committee is to harness the energy of the member organizations toward a common set of goals and to build a more robust economic local economic development program.

Frequency: The Committee will meet bi-monthly on the second Tuesday at 8:30 am.

Agenda: The Committee agenda will typically consist of the sharing of information on the initiatives and plans of the participating organizations, discussion of progress on joint initiatives and activities, consensus-building on new community issues and priorities to present to the Stakeholders Advisory Council, and coordination of work regarding economic development prospects and projects.

SCOPE OF WORK 2023-2026

The three-year plan of work presented below details the activities, goals, and deliverables to be achieved by the ZEDC.

ENGAGE STAKEHOLDERS

Stakeholders Meetings

ZEDC Stakeholders Advisory Council meetings will continue to be held bi-monthly. Stakeholder meetings will review the various projects in progress, discuss upcoming issues and or opportunities for Zephyrhills. Membership will continue to represent large and small businesses, local government, and economic development organizations, including educational institutions. A critical review of Stakeholder membership shall be conducted annually with the end being recruitment of new, additional members representing important economic development partners: municipal, county, state legislators, Chamber, non-profit and educational, and “heavyweights” to include representatives from such as AdventHealth Hospital, Florida Medical Clinic, Pasco County Government, and Gulfside Healthcare Services.

Activities: Coordination of ZEDC Stakeholders Advisory Council is an ongoing continuous activity requiring the services of the Chamber President, primarily, support staff and volunteers. Coordination involves a combination of telephone, email, committee work and networking. This activity is responsible for scheduling meetings, creating agendas, meeting minutes, and supporting the work of ZEDC.

Deliverables: 1. Rosters of Advisory Council membership showing affiliations; 2. By-monthly meeting minutes.

ZEDC COORDINATION

Steering Committee

ZEDC Steering Committee, consisting of, but not limited by, Chamber, Main Street, City, and Pasco Economic Development Council representatives will meet bi-monthly to provide oversight and detail planning for projects described in the Scope of Work.

Activities: Coordination of the ZEDC overall falls to the Chamber President primarily, support staff and volunteers. This is an ongoing continuous activity involving bi-monthly meetings and additional small group meetings periodically as required to advance the work of ZEDC.

Deliverables: 1. Roster of Steering Committee membership showing affiliations; 2. Monthly meeting minutes.

ECONOMIC DEVELOPMENT SUMMIT

An Economic Development Summit will be convened at least once annually to showcase economic development opportunities and successes in Zephyrhills. The Summit will be open to the public and be held in a venue that allows for large group presentations and discussion of topics.

The Summit could serve as introductions or gateways to kick off City efforts to update ordinances and plans to enhance economic growth in the Zephyrhills. One priority effort already identified by the City is the updating of the Comprehensive Master Plan which requires constituent input that could begin at a summit or the City rebranding project.

The format for Summit is a meeting that convenes in the morning and has several 15-25 minute sessions and ends with lunch. The first session can be a primer on economic development that could include a list of recent successes and what it took to establish them in our town. Subsequent sessions can focus on community advocacy, helping participants learn how to better

tell the Clearly Zephyrhills story to important targeted decision makers, or other areas that impact the overall economic environment of Zephyrhills.

Activities: Coordination of Economic Summits is a periodic activity typically involving intense activity in the three months leading up to the Summit and the month immediately following the Summit. This activity is responsible for securing a venue, working collaboratively with ZEDC volunteers and guests to create an agenda, guest list, producing minutes, and scheduling any follow up activities identified at the Summit. An Economic Development Summit will be held annually.

Deliverables: 1. Agenda; 2. Roster of attendees; 3. Report

MARKETING

Maintain Current Information on Website & Publications

A marketing approach, **Clearly Zephyrhills**, has been developed by ZEDC and has become the focus for marketing efforts. The clearlyzephyrhills.com website was developed and launched in 2017 to enhance and advance the marketing theme. The website continues to be further developed and expanded to become a one-stop gateway to our community. Featured segments of the website include: ZEDC, Things to do in the community, local news, history, education, publications, and resources.

Publications have also been developed to support ZEDC efforts and include the Clearly Zephyrhills Small Business Development Guide, a Zephyrhills Community Profile, Industrial Report, Medical Report, Retail Report, and Economic Impact of the Zephyrhills Municipal Airport (ZPH). These publications will be updated periodically, as needed, to maintain relevance.

Activities: Coordination and maintenance of the Clearly Zephyrhills website and marketing publications is a continuous activity requiring primary support from Chamber staff. A refreshment schedule has been developed for publications to assure that information on the website and published marketing materials is relevant and compelling.

Deliverables:

1. Fully functional and current clearlyzephyrhills.com website; 2. Zephyrhills Small Business Development Guide updated as needed; 3. Zephyrhills Community Profile updated as needed; 4. Economic Impact of the Zephyrhills Municipal Airport (ZPH) updated as needed; 5. Publication refreshment schedule. (This list of documents/reports on the Clearly Zephyrhills website needs to be reviewed and updated as appropriate.)

BUSINESS ENGAGEMENT

Research

ZEDC will periodically conduct business surveys using a variety of methods which may include written/electronic surveys, interviews (e.g. **BizWalks**), and/or records research. The goal is to better understand current business activities and needs in the community. Different business sectors will be addressed in a rotating basis, with manufacturing being surveyed in 2015, medical being surveyed in 2017, industrial being surveyed in 2019, and so on.

Each of the three years of this three-year workplan will feature a different research project. Year one's project seeks to find ways to better present employment opportunities within the community. Research may include literature reviews, interviews with employers, and brainstorming with workforce-related entities such as Career Central and placement agencies. The culmination of the employment research will feature a Zephyrhills job fair to show case job

opportunities and employers in the community. Job fair attendees and employers will be surveyed after the event to help understand strategies and activities that worked the best. Year two's project will focus on the significant and expanding medical segment. A medical-industry Biz-Walk was conducted in 2017 and a Medical Market Report published in 2018. At the time of those studies the mix of medical providers was significantly different from today and this new research will allow refreshment of our understanding and marketing of medical services.

Year three's research project will be determined during year two of the workplan. Leaving the exact topic for this report will enable the project to be flexible and responsive to the needs of the city. Within this timeframe of this workplan major developments will certainly occur which may include the opening of the new National Guard Armory, the opening of a new terminal at the airport, and significant increases in housing and associated population. Another area of significance is the changing patterns of water consumption driven largely by continued population growth. As the city becomes more focused on smarter water use research opportunities may present themselves as well.

Deliverables: 1. Understanding the Zephyrhills workforce report. 2. Zephyrhills job fair agenda and after-action report. 3. Medical-Industry Biz-Walk report. 4. Medical Market Report refresh. 5. Year Three research report(s) to be determined.

DIRECT BUSINESS SUPPORT

The Chamber supports and collaborates with the Pasco Economic Development Council (PEDC) to provide awareness of business support sources. The Chamber also collaborates with Florida Chamber of Commerce, U.S. Chamber of Commerce, Small Business Development Council, and International Economic Development Council. Additionally, the Chamber provides marketing assistance to member businesses through both direct support and through the Chamber's several marketing initiatives including its webpage, ribbon cuttings, mixers, and one-on-one tutorial assistance. A unique Chamber program aimed to improving business productivity is the "Topics at Twelve" monthly professional development program. Topics-at-Twelve brings business members together for an extended lunch time learning experience featuring topics helpful to business success.

Activities: Advertise via social media and web pages, business support opportunities offered by PEDC, Florida Chamber of Commerce, Small Business Development Council, International Economic Development Council, and other sources as they become identified.

Direct business support activities for new businesses in Zephyrhills may take place at the Chamber, the place of business, or other suitable locations. Direct support activities will be coordinated by the Chamber President and supported by the most appropriate Chamber staff members and/or ZEDC volunteers. Direct support will occur periodically as new business activity dictates over the three-year period.

Deliverables: 1. Annual report of PEDC and other business support groups sourced postings. 2. Annual report on direct business assistance provided by Chamber staff/volunteers.

Workforce Issues

The opportunity for a high-quality education is vital to the community. Zephyrhills is blessed with a variety of public and private k-12 schools as well as post-secondary school access within easy driving distance from the community. ZEDC and the Chamber began a process of celebrating the many good things happening in our schools and with our students. Working directly with the schools, the Chamber uses social media outlets and webpages (both Clearly Zephyrhills and the Chamber's page) to push out announcements and other positive stories about our schools.

In 2021, the Chamber of Commerce created a new workforce foundation to improve the ability to focus on workforce issues. The East Pasco Chamber Foundation seeks to directly impact workforce needs in our community and has taken over the Citizen of the Month program along with fundraising and awarding scholarships to high school seniors. The Chamber Foundation brings additional assets and focuses on workforce issues in the community.

The "Citizen of the Month" is a formal program of recognition of student achievements in our public and private k-12 schools. This program encourages students to do their best by recognizing one student from each school every month in a breakfast meeting. Press releases with photos of each month's honorees are released and often result in local newspaper recognition for the students and schools. Press stories like these are discoverable when prospects do community research when planning whether to relocate to Zephyrhills.

Educators are specifically sought out to participate in ZEDC activities. The Stakeholders group and the boards of both the Zephyrhills Chamber of Commerce and the East Pasco Chamber Foundation both have k-12 and higher education representatives that help assure workforce training and needs continue to be featured in the discussions.

As the Mayor's Youth Council is re-energized there will be potential to include high school students in Chamber Foundation initiatives including an innovative, Skills the Pay, curriculum to be rolled out during the 2023-24 academic year.

Activities: Meetings with area school leaders and scanning school's social media posts for activities or news items to echo on ZEDC/Chamber media outlets. Reviews of the employee and realtor surveys incorporated into ZEDC deliberation.

Deliverables: 1. Monthly summaries of Citizen of the Month programs documented. 2. High school scholarship annual reports. 3. Annual update of Foundation activities.

ADVOCACY

Advocacy is a vital way to help tell the Clearly Zephyrhills story to important decision makers in both private and public sectors. When faced with many options ZEDC can help make it easier for the decision to go our way by providing key information and contacts on projects of interest. Examples may include assisting the City in working with county and state decision makers on topics like transportation (including roads and bike trails), site development, and community development.

Examples of effective advocacy activities include attendance/participation at county meetings like the Metropolitan Planning Organization and its supporting committees, Tourism Development Council, Florida Department of Transportation forums, political town hall meetings and Pasco Economic Development Council functions. ZEDC members will partner with City efforts in annual meetings to the Florida Legislative Action Days.

Activities: Annual report on advocacy activities. Advocacy opportunities will be identified by ZEDC partners and may result in letter writing, phone calls, and/or personal visits as most appropriate to the specific issue. This activity will be coordinated primarily by the Chamber President.

Deliverables: 1. Annotated list of meetings attended, and decision makers contacted or impacted.

Addendum – Merger

With the upcoming merger taking place between the Zephyrhills Chamber of Commerce and the Dade City Chamber of Commerce, the ZEDC Steering Committee will continue to provide the same services as previously given regardless of the new organization.

CITY MANAGER'S REPORT 5.2

Update on Transportation, Park, Public Safety Impact Fees, and Water Use Permit

Issue:

Staff was requested to provide an update on the impact fees study and water use permit modification application.

Background:

Impact Fees

- August 9, 2023 – Staff met with Kimley-Horn and Duncan Associates to discuss transportation, safety, and park fees;
- August 10, 2023 – Information was requested of staff;
- August 15, 2023 – Staff began submitting support information to the KH and Duncan;
- January 22, 2024 – Draft impact fee report was submitted by Duncan Associates;
- February 6, 2024 – Staff reviewed the draft report;
- February 16, 2024 – Staff has scheduled meeting with KH and Duncan to discuss findings.

Water Use Permit

- December 5, 2022 – Staff reached out to Jones Edmunds and SWFWMD to request their attendance at a Planning Commission meeting;
- January 13, 2023 – Jones Edmunds submits a presentation to staff regarding demand projections;
- January 24, 2023 – Planning Commission meeting regarding water use demands;
- February 17, 2023 – staff requested a scope of services from Jones Edmunds to modify the City's water use permit;
- March 1, 2023 – Staff met (pre application meeting) with SWFWMD, Rep. Maggard, Doug Manson, Clarke Hobby, Michelle Hays, and Michael Clark. At this meeting, demand needs and the transfer of a developer's WUP transferring to the City were discussed;
- April 20, 2023 – staff requested Jones Edmunds to test the Evans wells. These wells are being discussed for transfer from developer to City;
- April 24, 2023 – Council passed Ordinance 1457-23, Florida Water Star Conservation;
- April 27, 2023 – Staff received draft water use permit modification report from Jones Edmunds;
- May 18, 2023 – Water use permit modification application was submitted to SWFWMD;

- June 19, 2023 – Staff received a Request for Additional Information, which is SWFWMD’s response to our WUP modification. The RAI consisted of 13 questions;
- November 10, 2023 – Jones Edmunds responded to the RAI;
- November 13, 2023 – Michelle Hays updated council regarding the WUP modification;
- December 15, 2023 – SWFWMD issues another RAI;
- February 2, 2024 – City reviews response to the December 15th RAI;
- February 8, 2024 – Staff met with Clarke Hobby and developer regarding project. Staff discussed with Clarke and Doug Manson the City’s options for additional capacity beyond increased pumping. John Bostic reached out to Jones Edmunds for a scope of services to research the potential of connecting and purchasing bulk supply of water from neighboring entities;
- February 19, 2024 – Staff is scheduled to meet with SWFWMD regarding RAI response.

Attachment(s):

None

Fiscal Impact:

Not applicable at this time.

Staff Recommendation:

CITY ATTORNEY'S REPORT 6.1

Forest Lake Estates Expansion Utility Service Agreement No. 41-24-03 - Equity
Lifestyles/Frontier

Issue:

Approve agreement with Equity Lifestyles for water and sewer utility service for the forest Lakes Estates expansion.

Background:

In the recent past, the owners of Forest Lake Estates purchased the old Dr. Bedi property. East of Chancey Rd on CR54. The city had sewer service availability with the installation of a major lift station at the north-west corner of the property. The developer requested the city serve the project, which we agreed to.

The project is approximately 140 manufactured homes. The city will provide water and sewer services.

Attachment(s):

1. Water and Wastewater Service Agreement - Forest Lakes

Fiscal Impact:

There is no negative fiscal impact on the city as all the necessary infrastructure will be turned over to the city when the project is completed.

Staff Recommendation:

Staff recommends approval of the agreement to the City Council as presented.

WATER AND WASTEWATER SERVICE AGREEMENT

THIS WATER AND WASTEWATER SERVICE AGREEMENT (this "**Agreement**") is made and entered into by and between the **City OF ZEPHYRHILLS**, a political subdivision of the State of Florida, hereinafter referred to as the "**City**," and MHC FOREST LAKE ESTATES EXPANSION L.L.C., a Delaware limited liability company authorized to conduct business within the State of Florida, whose principal address is Two N. Riverside Plaza, Ste. 800, Chicago, IL 60606, hereinafter referred to as the "**Developer**."

W I T N E S S E T H

WHEREAS, the Developer is presently proceeding with the planning and construction of a development in unincorporated Pasco County that is near the City limits and the City's utility facilities; and,

WHEREAS, the City and the Developer are desirous of entering into an agreement to provide for the provision of central water supply and wastewater services to the Development (as hereinafter defined); and,

WHEREAS, the City is willing to provide potable water and wastewater service to the development known as Forest Lake Estates Expansion (the "**Development**"), which is located on the real property more particularly described on Exhibit "A" and hereinafter referred to as the "**Property**"; and,

WHEREAS, it is necessary and in the public interest for the orderly development and construction of the Development for the Property to be provided water and wastewater services from the City through a utility service agreement with the Developer.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and conditions set forth in this Agreement, the City and the Developer intending to be legally bound thereby, agree as follows:

I. WHEREAS CLAUSES; WASTEWATER REFERENCES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Agreement. References to "Wastewater" throughout this Agreement are interchangeable with, and also refer to "Sewer", and vice versa, and are intended to apply to the applicable references to "wastewater" or "sewer" as either such term are used in the City's Code of Ordinances or Land Development Code.

II. SCOPE OF PROJECT

The project shall consist of the provision of potable water and wastewater services by the City to the Property. The operation, design, and construction of the City's water production and wastewater facilities shall be accomplished in such a manner so as to adequately meet the service demands of the Development. The Developer intends to construct, or contemplates the construction of, 139 mobile home units, clubhouse and pool. The subsequent expansions of the City's water and wastewater treatment facilities shall be scheduled to correspond with the projected needs of the Development, as more specifically set forth herein.

III. OBLIGATIONS RELATING TO POTABLE WATER AND WASTEWATER

(a) Service Commitment Fees. The City agrees to provide, and the Developer agrees to receive from the City, potable water and wastewater services, subject to the conditions and limitations set forth herein, for the Property; provided, however, that such services shall only be provided after payment by the Developer of potable water capacity and wastewater capacity fees for the proposed units requiring service in the form of the Capacity Reservation Prepayment (as hereinafter defined). Until such time as the Capacity Reservation Prepayment is made, the City's agreement to provide potable water services is contingent on the City having available potable water capacity. The Developer shall have the option to pay the City, within thirty (30) days after the Effective Date (as hereinafter defined) of this Agreement, fifty percent (50%) of the total potable water and wastewater capacity fees (based on the City's potable water and wastewater capacity fee schedule in existence as of the date of this Agreement for the Development, which is attached hereto as Exhibit "B") for the specific number of residential units the Developer intends to construct on the Property (139 mobile home units, plus a clubhouse and pool) in order to reserve capacity for potable water to serve the Property ("**Capacity Reservation Prepayment**"). The payment of the Capacity Reservation Prepayment does not relieve the Developer from its obligation to pay the remaining potable water and wastewater capacity fees in existence at the time of the required remaining payment(s) as established by the City. However, the Capacity Reservation Prepayment will be applied toward the total potable water and wastewater capacity fees required for the Development, and the Developer shall be responsible for any difference between the Capacity Reservation Prepayment and the potable water and wastewater capacity fees at the time of the required remaining payment(s). In the event that Developer is unable to obtain construction plan approval on terms and conditions that are acceptable to Developer, in its sole discretion, or Developer determines, in its sole discretion, that Developer will not be able to obtain construction plan approval on terms and conditions that are acceptable to Developer, Developer may, at its option, elect to terminate this Agreement by providing notice to the City of the same, in which case any and all Capacity Reservation Prepayment amounts shall be refunded by City to Developer within thirty (30) days of receiving such notice.

(b) Capacity Reservation Duration. Capacity Reservation Prepayment fees shall be effective to guarantee to Developer the capacity equal to the number of units represented by such Capacity Reservation Prepayment for a period of five (5) years from Effective Date of this Agreement (the "**Reservation Period**"). If construction of the utility improvements contemplated hereby and the Development does not begin within the Reservation Period using approved site plans and construction plans, the Developer shall be in default. The Reservation Period shall be extended automatically for any period occurring during the Reservation Period in which there is a building moratorium or a government shutdown which directly prevents or materially impairs the ability of the Development or the utility project contemplated hereby to proceed for a period of up to three (3) years. Furthermore, if the construction of vertical improvements within the Development does not commence within one (1) year of the expiration of the Reservation Period, the Developer shall be in immediate material

Default and all Capacity Reservation Prepayment shall be forfeited to the City and said monies shall become the property of the City.

(c) Connections to the Water System. The Developer shall be responsible for constructing and connecting its potable water distribution facilities for the Development to the City's existing potable water system at a location approved by the City's Utilities Department. Specifically, the Developer shall construct a 10" PVC potable water main extension approximately 2,200 linear feet along the north side of C.R. 54 from the intersection of C.R. 54 & Old Lakeland Hwy to the proposed main entrance for the Development. However, the City agrees to pay for any oversizing of the water system requested by the City in accordance with the terms and conditions of this Agreement. Each premise or parcel within the Development will be provided with individual meter service connections.

(d) Charges for Water Services. The Developer and its successors in interest agree to pay the City for potable water services actually used at a rate as established from time to time by the Zephyrhills City Council in accordance with the City's utility regulations. Water services shall include those day-to-day operations and maintenance activities provided by the City to supply, pump, transmit, and distribute water for potable supply and fire protection, in accordance with local, State, and Federal regulations. In addition, the Developer and its successors in interest agree to pay all inspection fees, service connection costs, user charges, impact fees, security deposits, and meter installation charges established by the Zephyrhills City Council for the provision of such potable water services.

(e) Connections to Wastewater System. The Developer shall be responsible for constructing its wastewater collection systems, along with any force mains, and lift stations as necessary to connect to the City's existing wastewater system at a location approved by the City's Utilities Services Branch. If the City is agrees to take over one or more lift stations, the lift stations must be built pursuant to City specifications, design, and other standards (a lift station is not presently contemplated within the scope of the utility improvements that are the subject of this Agreement). Specifically, the Developer shall construct an 18" sewer main approximately 184 linear feet along the south side of C.R. 54 from an existing City manhole to the Development. However, the City agrees to pay for any oversizing of the wastewater system requested by the City in accordance with the terms and conditions of this Agreement.

(f) Charges for Wastewater Treatment Services. The Developer and its successors in interest agree to pay the City for wastewater treatment services actually used at a rate as established from time to time by the Zephyrhills City Council in accordance with the City's utility regulations. Wastewater treatment services shall include those day-to-day operations and maintenance activities provided by the City to collect, treat, and properly dispose of wastewater in accordance with applicable local, State, and Federal regulations. In addition, the Developer and its successors in interest agree to pay all inspection fees, service connection costs, user charges, impact fees, security deposits, and sewer lateral installation charges established by the City for the provision of such wastewater treatment services.

IV. OBLIGATIONS RELATIVE TO POTABLE WATER AND WASTEWATER SERVICES

(a) Within the Development or the Property, the Developer will reserve, or otherwise obtain, all necessary easement and permits, construct, install, and convey to the City (if applicable) all lines necessary to provide the Development with potable water and wastewater service as provided for in a City-approved utility plan, and will bear all costs and expenses thereof, including engineering fees, legal fees, labor, and materials. Installation of potable water and wastewater infrastructure within the Development or the Property shall not be commenced until plans and specifications therefore have been submitted to and approved, in writing, by the City and other appropriate agencies having jurisdiction.

(b) Prior to commencing construction of the off-site potable and wastewater utility improvements as contemplated hereby, the Developer, or a contractor for Developer, shall post a performance bond or other financial assurance acceptable to the City in the amount equal to 125% of the estimated cost of such improvements. Thereafter, the amount of the bond or other financial assurance may be reduced from time to time as improvements are completed and accepted by the City. In the event that the City, another property owner, or another developer constructs a portion of the Utility Improvements prior to Developer doing so, then Developer shall not be required to construct such portion of the Utility Improvements in accordance with this Agreement.

(c) Subject to the terms and conditions hereof, the Developer shall construct and install all potable water and wastewater infrastructure necessary to tie into the City's existing water and wastewater facilities and shall bear all costs and expenses thereof, including engineering fees, permitting fees, and construction costs. Installation of these lines shall not be commenced until plans and specifications thereof have been submitted to and approved, in writing, by the City and other appropriate agencies having jurisdiction. These facilities shall be located in existing City easements or rights-of-way or in easements or rights-of-way acquired by the Developer. The right of the Developer to construct facilities in City easements or rights-of-way shall not be unreasonably withheld by the City.

(d) Upon completion of the lines and other facilities constructed for provision of water and wastewater service to the Development by the Developer, the lines shall be inspected by the City and certified by the Developer's engineers. Upon determination by the City that the lines have been properly installed by the Developer in accordance with approved plans and specifications, potable water and wastewater service will be provided to the lines, provided the Developer has performed and fulfilled all its obligations imposed upon the Developer under the terms of this Agreement, relevant laws, rules, regulations, and ordinances.

(e) It is agreed that, at such time as the lines constructed for provision of service to the Development, or any portion thereof, are connected to and become a part of the City's water and sewer system, all such lines and all permits, engineering drawings, and other property owned by the Developer, in connection therewith, shall henceforth be deemed to be owned by the City, and title and ownership shall automatically vest in the City without the necessity of any separate instrument of conveyance or separate instrument of assignment

or transfer, and the City shall have the full privilege of all of the easements and rights-of-way occupied by such facilities. It being the further understanding of the parties, that at such time as the lines, or any part or portion thereof, are used to provide potable water and wastewater service to the Development, such lines shall be deemed to be owned by the City in their entirety as fully and completely as if installed and paid for by the City, except that the Developer and its successors and/or assigns reserve the right to use these lines for the purpose set forth in this Agreement. The Developer shall confirm or verify such ownership, conveyance, and title by the execution and delivery of appropriate bills of sale, transfer, assignments, or other instruments of conveyance, free and clear of all liens and encumbrances. Notwithstanding the foregoing, the City shall only take ownership and maintenance responsibilities of the utility infrastructure being installed pursuant to this Agreement if the infrastructure is built to City specifications, using City's design and materials standards. If any of the utility infrastructure is installed or constructed in a manner inconsistent with the City's specifications, the Developer shall retain ownership and perpetual maintenance responsibility of the entire utility system being installed pursuant to this Agreement.

(f) After ownership and title to any portion of the lines within the Development are vested in the City as set forth above, all responsibility for repair and maintenance of such part or portion as have been installed in appropriate easements or rights-of-way shall be borne by the City, provided that the City shall not, by this Agreement, waive or otherwise affect or diminish its rights and remedies under any Maintenance Bond, Performance Bond, the Developer letter of credit, or other guarantee of performance regarding such lines which has been provided the City in accordance with the requirements of its subdivision or other applicable development ordinance. Furthermore, the Developer agrees to post a one (1) year maintenance bond in an amount equal to fifteen (15) percent of the total cost of all utility improvements. It is further agreed that the Developer shall assign to the City, for the use and benefit of the City and its successors and assigns, each and every construction warranty obtained by the Developer in connection with the installation of the lines and facilities.

(g) The Developer and its successors in interest agree that they shall not directly or indirectly engage in the operation of potable water or sanitary sewer services within or serving the Development or the Property.

(h) At the sole option and request of the City, the Developer shall increase the capacity or size of potable water or wastewater lines beyond the capacity or size required for provision of service to the Development. The City shall reimburse the Developer by cash payment or fee credit if the parties so agree in writing in an amount equal to the cost to the Developer for providing the required excess capacity. The cost of the excess capacity shall generally be determined by the Developer using commercially reasonable efforts to secure at least three (3) competitive bids for construction of the facilities to be oversized; provided, however, that the Developer and City may also establish the cost of the excess capacity by comparing the quantities and amounts awarded in comparable projects located in Pasco County, Florida, as reasonably determined by the

City. Competitive bids are not required unless the Developer has agreed to oversize the lines after a request from the City. In determining any oversizing cost, the City and Developer shall consider alternates for lines sized to serve only the requirements of the Development and for lines of the size requested by the City. The credit due the Developer shall be determined by the difference in cost of such required lines and for the oversized lines. However, prior to receiving any payment or credit (if the parties so agree in writing) for oversizing facilities, the Developer must receive approval of the cost differential based on the foregoing. Reimbursement by the City shall be based upon paid invoices submitted by the Developer which depict the cost of the work performed in connection with the oversizing request and other documentation and certifications as provided by the Developer to the City.

(i) In the event that the Developer, at its expense, constructs interim potable water or wastewater facilities to serve the Development or the Property, the Developer agrees that any and all related construction costs, including design, permitting, and certification costs, will not be eligible for any cash reimbursement from the City nor any commitment fee or impact fee credits, and Developer agrees that such facilities shall only be temporary; i.e., utilized only until service is available from the City.

V. CONDITIONS PRECEDENT

(a) Obligations of the City to provide wastewater services as set forth herein shall be subject to all requirements imposed upon the City's system by law and the following condition precedent:

1. The issuance of all required permits by the Florida Department of Environmental Protection and other regulatory agencies having jurisdiction.

(b) The obligation of the City to provide potable water service as set forth herein shall be subject to the issuance of all required permits by the Southwest Florida Water Management District.

VI. MISCELLANEOUS

(a) Any notice, statement, demand, or other communication required or permitted to be delivered or served or given by either party hereto to the other shall be deemed delivered or served or given if mailed in any general or branch United States Post Office enclosed in a registered or certified envelope addressed to the respective parties as follows:

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

With copy to: Shumaker, Loop & Kendrick, LLP
Attn: Matthew E. Maggard, Esq.
13134 US Highway 301
Dade City, FL 33525

Developer: MHC Forest Lake Estates Expansion L.L.C.
Two N. Riverside Plaza, Ste. 800
Attn: Donald Everett Butler II
Chicago, IL 60606

With a copy to: Hobby & Hobby, P.A.
Attn: Clarke G. Hobby, Esq.
109 N. Brush St, Ste 250
Tampa, FL 33602

Notwithstanding the foregoing, each party shall be entitled to change such address by notice given pursuant to this paragraph.

(b) Covenants and agreements contained herein, including any City-approved utility plans, shall run with the lands of the Property, and shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. As to the specific rights to connect the Development or the Property to the systems of the City and the responsibilities accompanying such rights, they shall run with those portions of the described lands and shall be designated by the Developer, either through specifically assigning such rights and responsibilities in connection with any sale of a portion of such land or by itself constructing units or other structures to be connected to the systems upon a portion of such lands.

(c) This Agreement shall be subject to the applicable requirements of the City's Code of Ordinances, and the same are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the applicable provisions of the Code of Ordinances, the provisions of the Code of Ordinances shall control.

(d) In the event the City's performance of this Agreement is prevented or interrupted by consequence of an act of God, or of the public enemy, or national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of any government, except the City, or public or governmental authority or commission or board or agency or agent or official or officer, or judgment or a restraining order or injunction of any court, the City shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that such party is diligently attempting to perform.

(e) This Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto and the provision hereof shall constitute covenants running with the land for the benefit of the heirs, successors, and assigns of the parties. The "Effective Date" of this Agreement is the date on which both parties hereto have executed this Agreement.

Exhibits:

- "A" - Legal Description of the Property
- "B" - City Fee Schedule for Potable and Wastewater Capacity Fees

[Remainder of page is intentionally left blank. Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement on the date noted below.

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Lance A. Smith, Council President

Date: _____

ATTEST:

Lori L Hillman, City Clerk

Approved as to Form and Content

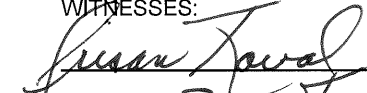
By: _____
Matthew E. Maggard
City Attorney

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement on the date noted below.

DEVELOPER:

MHC FOREST LAKE ESTATES EXPANSION L.L.C., a
Delaware limited liability company

WITNESSES:


Print Name: Susan Fawal


Print Name: Donald E. Butler II

Title: V.P.

Date: 1/24/2021


Print Name: Erica Cabán Casillas

EXHIBIT "A"

See attached sketch and legal description of the Property

EXHIBIT "A"

DESCRIPTION:

A parcel of land lying within Section 6, Township 26 South, Range 22 East, Pasco County, Florida, being more particularly described as follows:
For a POINT OF REFERENCE commence at the Northeast corner of the Southeast 1/4 of said Section 6; thence N.89°56'54"W. along the North boundary thereof, a distance of 124.88 feet to a point of intersection with the West boundary of that parcel described in Tax Deed recorded in Official Records Book 7890, Page 1036 of the Public Records of Pasco County, Florida for a POINT OF BEGINNING; thence S.00°31'40"W. along said West boundary and the West right-of-way line of Gateway Drive as described in Quit-Claim deed recorded in Official Records Book 3525, Page 1374 of the Public Records of Pasco County, Florida, a distance of 840.37 feet; thence N.89°56'10"W. along the North right-of-way line of Marx Avenue as described in said Quit-Claim Deed recorded in Official Records Book 3525, Page 1374, a distance of 568.31 feet; thence S.00°33'46"W. along the West right-of-way line of Frontier Drive as described in said Quit-Claim Deed recorded in Official Records Book 3525, Page 1374, a distance of 269.03 feet; thence N.89°56'04"W. along the North boundary of the South 1/2 of the East 1/2 of the Southeast 1/4 of said Section 6, a distance of 633.01 feet; thence N.00°33'20"E. along the West boundary of the East 1/2 of the Southeast 1/4 of said Section 6, a distance of 869.67 feet to the Southwest corner of that parcel described in Warranty Deed recorded in Official Records Book 9848, Page 1039 of the Public Records of Pasco County, Florida; thence along the South and East boundary of said Parcel the following two (2) courses: (1) S.89°57'35"E., a distance of 100.00 feet; (2) N.00°33'20"E., a distance of 169.38 feet to a non-tangent point of curvature; thence Easterly 1,113.04 feet along the arc of a curve to the left, said curve having a radius of 5,812.58 feet, a central angle of 10°58'17", and a chord bearing and distance of N.82°41'13"E., 1,111.34 feet; thence S.00°31'40"W. along the aforementioned West boundary of that parcel described in Tax Deed recorded in Official Records Book 7890, Page 1036 of the Public Records of Pasco County, Florida, a distance of 72.40 feet to the POINT OF BEGINNING.
Containing 26.10 acres, more or less.

DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

Corner Monuments were not set in conjunction with the preparation of this sketch.
Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

FOREST LAKE ESTATES

PREPARED FOR

KIMLEY-HORN ASSOCIATES

JOB NO: 2019-132A01.BG00005 DRAWN BY: LDJ

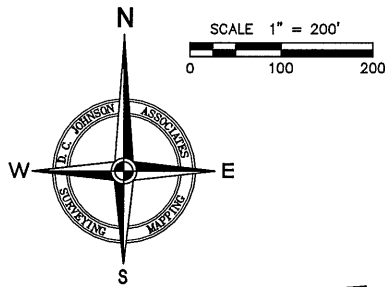
We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the Standards of Practice as set forth by the Florida Board of Land Surveyors in Chapters 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

[Signature]
STATE OF FLORIDA
REGISTERED PROFESSIONAL LAND SURVEYOR
Date: 7/12/2023
Daniel C. Johnson PLS/PSM License Number 36553
For D.C. Johnson & Associates, Inc.
Not valid without the signature and raised seal of a Florida-Licensed Surveyor

JOHNSON
ASSOCIATES

SURVEYING AND MAPPING

Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33578
(352) 588-2768 survey@dcjohnson.com
www.dccjohnson.com



COUNTY ROAD 54

NORTH BOUNDARY
OF THE S.E. 1/4 OF
SECTION 6-26-22

POINT OF BEGINNING

WEST BOUNDARY OF PARCEL
DESCRIBED IN O.R. 7890, PG. 1036

POINT OF REFERENCE
N.E. CORNER OF THE S.E. 1/4
OF SECTION 6-26-22

PARCEL DESCRIBED IN
O.R. 9848, PG. 1039

S.W. CORNER OF PARCEL DESCRIBED
IN O.R. 9848, PG. 1039

26.10 Acres

N 00°33'20" E 869.67'

WEST BOUNDARY OF THE EAST 1/2 OF
THE S.E. 1/4 OF SECTION 6-26-22

NORTH BOUNDARY OF THE SOUTH 1535.92'
OF THE WEST 1/2 OF THE EAST 1/2 OF
THE S.E. 1/4 OF SECTION 6-26-22

N 89°56'04" W 633.01'

WEST RIGHT-OF-WAY LINE
OF FRONTIER DRIVE
O.R. 3525, PG. 1374

269.03'
S 00°33'46" W

FRONTIER DRIVE

N 89°56'10" W 568.31'

MARX AVENUE

NORTH RIGHT-OF-WAY LINE
OF MARX AVENUE
O.R. 3525, PG. 1374

WEST BOUNDARY & RIGHT-OF-WAY
LINE OF GATEWAY DRIVE
O.R. 3525, PG. 1374

S 00°31'40" W 840.37'

GATEWAY DRIVE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°56'54" W	124.88'
L2	S 89°57'35" E	100.00'
L3	N 00°33'20" E	169.38'
L4	S 00°31'40" W	72.40'

CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	1113.04'	5812.58'	10°58'17"	N 82°41'13" E	1111.34'

Corner Monuments were not set in conjunction with the preparation of this sketch. Improvements, if any, have not been located in conjunction with the preparation of this sketch. This sketch is for graphic illustration only, and does not represent a field survey. Descriptions created per this sketch.

FOREST LAKE ESTATES

PREPARED FOR
KIMLEY-HORN ASSOCIATES

JOB NO: 2019-132A01.BG00005 DRAWN BY: LDJ

SKETCH ONLY
NOT A BOUNDARY SURVEY

SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

JOHNSON
ASSOCIATES
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Utilities Projects

This is only a list of things greater than \$100,000. There is much more under this threshold.

For example, Sludge Hauling for past three (3) years over \$300,000, GIS Work more than \$200,000, Treatment Chemicals over 700,000, Electricity over \$1 million, the list goes on and on.

Water

- **Tank Site Generator replacement.** \$110,150.00, Ordered 12-21-2021. Completion expected middle 2024.
- **12" Ft. King water main.** \$1,616,222.00, Completed end of September 2022
- **8" Water Line. Along Massey Rd from Rose Castle to just south of Chasey Path (Eiland Park Townhomes entrance). Includes Tall Pines Dr.** \$301,584.58.
Planned completion the end of FY24
- **Generator Replacement Well 5,** \$121,093.00. FY23 Planned completion dependent upon equipment lead time. Awaiting on delivery. Completion expected late FY24
- **Water Main from Kossik/Greenslope Dr. intersection to FT. King Rd.** \$3.5M appropriations. Currently out to Bid with Kossik/Ft King/301 force main project. Completion estimated early 2025.
- **Cat Tractor Backhoe,** purchased in FY 22 \$126,460.
- **WTP # 5 Generator,** Ordered 10-19-2022, \$121,093
- **Palm Grove Dr. 8" Water Main from US Hwy 301 to Autumn Palm Ave.**
\$1,100,000.00 Budgeted FY 24
- **Massey Rd. 8" Water Main from Eiland to Maisie Rd. Including Tall Pines Dr.**
\$301,584.58 FY24
- **Multiple Year Backflow Protection Project.** \$100,000.00 Annually
- **WTP # 10 Building,** \$500,000 Budgeted FY 24
- **Vehicles,** Many purchased in past 3 years totaling approximately \$250,000

Wastewater

- **WWTP AWT Upgrade.** \$7+ Million, Completed end of 2022.
- **Wire Rd. Reclaim Project to Otis Allen Rd.** \$1,272,087.57. Completed FY22
- **North Side Lift Station and Force Main.** \$4.7 Million. Planned completion end of FY24.
- **WWTP Effluent Pumping Station Upgrade.** Estimated cost \$1,000,000. Planned completion end of 2024.
- **South 301 Sewer Redevelopment Project.** Estimated cost \$1.6 Million. Currently out to bid. 50% funding from FDEP. Estimated completion early 2025.
- **Pasco County/Abbott Square reclaim Water Line installation.**
County portion design complete. Section to north entrance of Abbott Square under design. Proposed completion early 2025.
- **Force Main from Kossik/301 Intersection, west to Ft. King Rd., then north towards Phelps Rd., and south towards Sunshine Rd.** Estimated combined cost \$3.5 Million. State appropriations for \$3.5 Million. Currently out to bid with Kossik/Greenslope/FT King water main.
- **Gravity Sewer Line-Rehabilitation,** FY22 \$265,000, FY23 \$418,526.58 FY24 Awaiting estimate. FY24 Budget of \$750,000.
- **Multiple Lift Station Rehabilitations,** FY23 \$316,816, So far \$39,017 in FY24
- **Man Hole Rehabilitations,** FY22 \$110,000, FY23 \$100,000, FY24 \$141,425.
- **Cummins Portable Generator,** \$108,471. FY24
- **Large Sewer Vac Truck,** \$344,214.00 FY22
- **Small Sewer Vac Truck, AKA Pipe Hunter,** \$185,000 FY24