



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, September 23, 2024
6:00 PM**

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

<https://meet.goto.com/970758869>

or dial in using your phone:

+1 (244) 501-3412 - Access Code: 970-758-869

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President
Roll Call – City Clerk Lori Hillman
Invocation – Councilman Alan Knight
Pledge of Allegiance – Council President

CITIZEN COMMENTS - FOR ITEMS NOT ALREADY ON THE AGENDA

1. MAYOR

- 1.1 Sarah Vande Berg Tennis Foundation 4th Annual "Raise a Racquet" Fundraising Event
 - 1. City Council 9-23-24

2. CONSENT ITEMS

- 2.1 Approval of Agreement 41-19-39A
 - First Amendment to Advanced Environmental Laboratory**
 - 1. 41-19-39 Advanced Environmental Laboratories
 - 2. AEL-Pinellas Piggyback 9-24 Signed
- 2.2 Approval of Task Assignment to Killebrew to construct the Palm Grove Dr. Watermain.
 - 1. Task Order - Palm Grove Dr. Watermain - Killebrew - City of Zephyrhills(31329067.1)
 - 2. Palm Grove

3. Budget for Palm Grove Dr 8in Watermain Extension REV
- 2.3 Approval of Kimley-Horn Work Order NO. 24-148
5th Avenue Preliminary Design Plans
 1. Kimley-Horn Work Order NO. 24-148
- 2.4 Approval of Kimley-Horn Work Order NO. 24-152
Dairy Road Extension Drainage
 1. Kimley-Horn Work Order NO. 24-152
- 2.5 Approval of Kimley-Horn Work Order NO. 24-157
US 301 & Pretty Pond Rd Intersection Improvements
 1. Work Order 24-157 US 301 at Pretty Pond Design_Signed
- 2.6 Approval of Kimley-Horn Work Order NO. 24-158
Daughtery Rd & Green Slope Dr Intersection Improvements
 1. Work Order 24-158 Daughtery_Green Slope Design_Signed
- 2.7 Approval of Kimley-Horn Work Order NO. 24-159
US 301 at Daughtery Rd & Chancey Rd at Copeland Dr Improvements
 1. Work Order 24-159 US 301_Daughtery Rd and Chancey_Copeland Design_Signed
- 2.8 Approval of Kimley-Horn Work Order NO. 24-160
Eiland Boulevard & Fort King Intersection Improvements
 1. Work Order 24-160 Eiland Blvd_Ft King Hwy Design Rev_Signed
- 2.9 Approval of Kimley-Horn Work Order NO. 24-161
US 301 & Geiger Intersection Improvements
 1. Work Order 24-161 US 301_Geiger Design_Signed
- 2.10 Approval of Kimley-Horn Work Order NO. 24-162
North Avenue & 8th St Intersection Improvements
 1. Work Order 24-162 Noth Ave_8th Design_Signed
- 2.11 Approval of Utility Agreement 45-24-30
Handy Food Stores
 1. Utility Agreement 45-24-30 for Handy Food Stores
- 2.12 2024 Audit Engagement Letter No. 37-24-12 with DG Perry - One Year Extension for City Audit Services
 1. City of Zephyrhills engagement letter

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 Adopt Final Millage
 Second Reading **ORDINANCE NO. 1492-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2024-2025 FOR THE CITY OF ZEPHYRHILLS."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1492-24 on the Second Reading
 1. Ordinance 1492-24 - Adopt Millage
- 3.2 Adopt Final Budget
 Second Reading **ORDINANCE NO. 1493-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A**

BUDGET FOR THE 2024-2025 FISCAL YEAR."

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1493-24 on the Second Reading

- 1. Ordinance 1493-24 - Adopt Budget
- 2. FY 24-25 Adopted Budget

3.3 Reclaimed Water, Sewer and Potable Water Rates

Second 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, AND RECLAIMED WATER; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1473-24 on the Second Reading

- 1. Ordinance 1473-24 Water Rate
- 2. 2023 Water and Sewer Rate Study Raftelis (1)

3.4 5L Property Annexation

Second Reading. **ORDINANCE NO. 1490-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING APPROXIMATELY 12.92 ACRES (MOL) INTO THE CORPORATE LIMITS OF THE CITY OF SAID CITY DESCRIBED AS PARCEL 18-26-22-0010-00500-0000 ZEPHYRHILLS, FLORIDA, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."**

- A. Council President opens the Public Hearing
- B. Council President closes the Public Hearing
- C. City Council considers Ordinance No. 1490-24 on the Second Reading

- 1. Ordinance 1490-24 5L Properties Annexation 12.92 Acres(31121861.1) (1)
- 2. Map for Ord. 1490-24(31236485.1) (1)
- 3. ANX 22-24 Staff Report 5L Properties Sept 9 2024 City Council
- 4. 5L Annexation Attachments CC Meeting August 12 2024

3.5 5L Property Future Land Use Map Amendment and Rezoning

Second Reading. **ORDINANCE NO. 1491-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO CITY IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO CITY LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 12.92 ACRES OF REAL PROPERTY LOCATED SOUTH OF 6TH AVENUE, WEST OF CHANCEY ROAD AND EAST OF THE ZEPHYRHILLS MUNICIPAL AIRPORT AND HAVING PARCEL ID# 18-26-22-0010-00500-0000; PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE."**

- A. Council President opens the Public Hearing

- B. Council President closes the Public Hearing
 - C. City Council considers Ordinance No. 1491-24 on the Second Reading
- 1. Ordinance 1491-24 5L Properties Comp Plan and Rezoning Amendment 12(31121837.1) (1)
- 2. ANX 22-24 Staff Report 5L Properties Sept 9 2024 City Council (1)
- 3. 5L Annexation Attachments CC Meeting August 12 2024 (1)
- 3.6 Zephyr Lakes/Abbott Park Final Plat Phase 3
 - 1. Staff Report for CC ZL Phase 3 Final Plat Sept 23 2024
 - 2. Zephyr Lakes Location Phase 3
 - 3. Zephyr Lakes Ph 3 Plat FINAL
 - 4. ZEPHYR LAKES Phase 3 Performance Bond
 - 5. ZEPHYR LAKES Phase 3 Maintenance Bond
 - 6. Zephyr Lakes Phase 3 - Subdivider Agreement
 - 7. Landscape Perf Bond Limits-ZL3
 - 8. Performance CE_Zephyr Lakes Ph3_EOR_SS-2024.08.19
 - 9. Revised Warr CE - Zephyr Lakes Ph3_2024.09.04

4. CITY ATTORNEY'S REPORT

- 4.1 Smoking Prohibited in City Parks; Vaping Prohibited on City Property
First Reading **ORDINANCE NO. 1494-24 "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING SECTION 130.24 SMOKING PROHIBITED IN CITY PARKS AND VAPING PROHIBITED IN OR ON CITY PROPERTY; ESTABLISHING PROHIBITED CONDUCT, DEFINITIONS AND PENALTIES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE."**
 - 1. Ordinance 1494-24 - Smoking Prohibited in City Parks; Vaping Prohibited on City Property

5. CITY MANAGER'S REPORT

- 5.1 Approval of agreement 41-24-23 with Hidden River Homeowners Association for repayment of liftstation upgrades.
 - 1. 41-24-23 Hidden River HOA agreement
 - 2. Secured Promissory Note
 - 3. Absolute Assignment of Assessments and Association Rights
 - 4. Assessment Security Agreement
 - 5. Authorization to File UCC Financing Statements
- 5.2 Approval of Task Order with RCM for liftstation improvements at Hidden River Subdivision
 - 1. RCM_ZHills_Hidden-River_Proposal_V4
- 5.3 Interlocal Agreement 41-24-24 for Joint Planning Area
 - 1. 2024 Transportation ILA - Zephyrhills and Pasco County
 - 2. EXHIBIT A Transportation Joint Projects

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

6. NOTED ITEMS

- 6.1 SUB 31-22 Tyson Townhomes Performance Bond Release
 - 1. SUB31-22 Tyson Townhomes Performance Bond Release
 - 2. SUB 31-22 Tyson Performance Bond
 - 3. Tyson Twnhms LA Certificate_07172024
 - 4. EOR Certification COZ

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.**

MAYOR 1.1

Sarah Vande Berg Tennis Foundation 4th Annual "Raise a Racquet" Fundraising Event

Issue:

The Sarah VandeBerg Tennis Foundation would like to discuss the program they provide to 14 schools in East Pasco.

Background:

Attachment(s):

1. City Council 9-23-24

Fiscal Impact:

Staff Recommendation:



Tennis Foundation

The mission of the

Sarah Vande Berg Tennis Foundation

is to provide tennis and education programming in Pasco County communities through character-building, physical activity, and mentoring.

What We Do

Scholarships

Ambassadors

Bridge

Love Serving Autism

Summer Camps

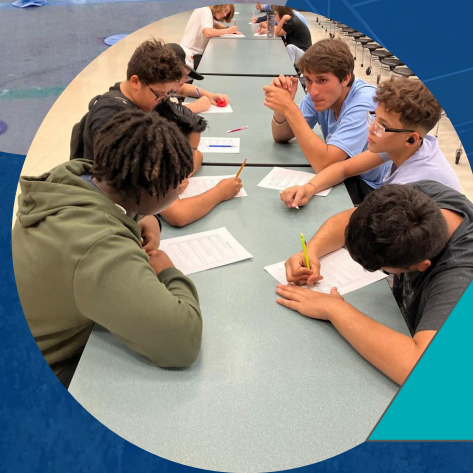
After-school Tennis and Education Program



AFTER-SCHOOL TENNIS AND EDUCATION PROGRAM

Program Model

- 8-week sessions
- 2 days/week, 2 hours/day
- Target grades: 1st through 8th
- Volunteering and mentorship



Scholarships

Ambassadors

Bridge

Love Serving Autism

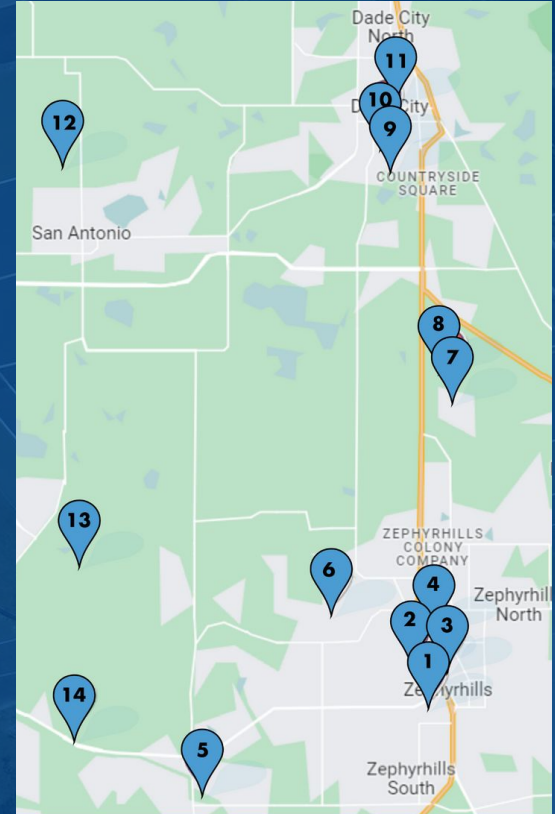
Summer Camps

Afterschool Tennis and Education Program

AFTER-SCHOOL TENNIS AND EDUCATION PROGRAM

Partner Schools

- Takes place on each school's campus
- Target 'Title 1' schools
- Up to 30 students at each program location
- 14 programs in the 2024-2025 school year



2024-2025 Program Locations

Q1 After School Tennis and Education Programs

West Zephyrhills Elementary



R.B. Stewart Middle



Woodland Elementary



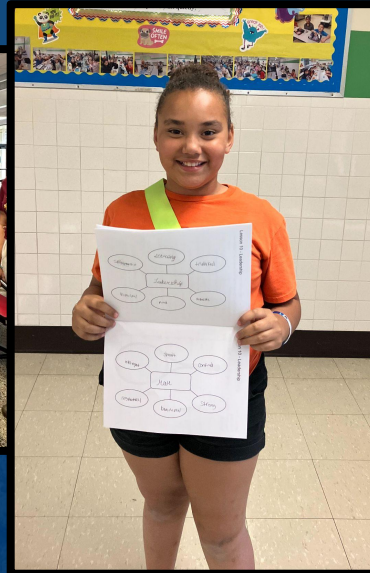
Q2 After School Tennis and Education Programs

New River Elementary

Pasco Middle

San Antonio Elementary

Watergrass Elementary



Q3 After School Tennis and Education Program

Centennial Elementary School

Mondays/Wednesdays, 3:30pm-5:15pm

Jan 22 - March 15, 2024



Q3 After School Tennis and Education Program

Centennial Middle School

Tuesdays/Thursdays, 2:30pm-4:15pm

Jan 23 - March 14, 2024



Q4 After School Tennis and Education Programs

Chester Taylor Elementary

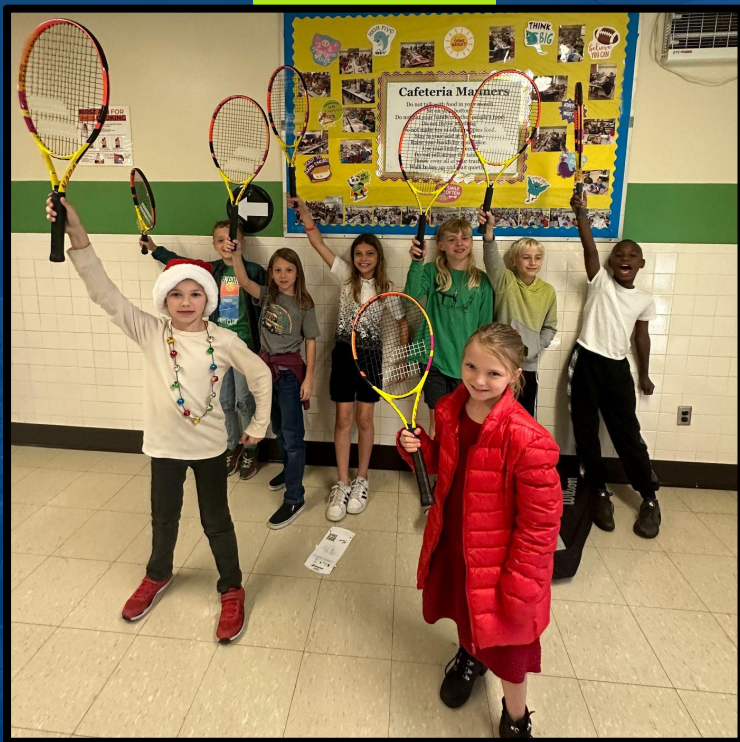


Pasco Elementary



San Antonio Elementary





All students who complete the program receive a brand new racquet

AMBASSADORS

Who they are

- Local high school tennis players
- ZHS, FL Virtual, Wesley Chapel HS, Pasco HS
- Beginner/intermediate tennis players



What they do

- Volunteer as junior coaches
- Train/compete together
- Represent "SVB" in the community

Scholarships

Ambassadors

Bridge

Love Serving Autism

Summer Camps

Afterschool Tennis and Education Program

AMBASSADORS

Training at SVB Tennis Center

Mondays/Fridays, 7pm-9pm

Year-round



AMBASSADORS

COACHING AND LEADERSHIP TRAINING

2x per year

On and off-court training

Required for all ambassadors



'Love Serving Autism' Program



- Year-round program
- Up to 10 students per 6 week session
- Volunteers from Pasco County Parks & Rec and Saint Leo University



Summer REC

- 3-years of partnership with City of Zephyrhills
- 7-week program, Tennis 2X per week
- On-court and classroom session



Scholarships

Ambassadors

Bridge

Love Serving Autism

Summer Camps

Afterschool Tennis and Education Program

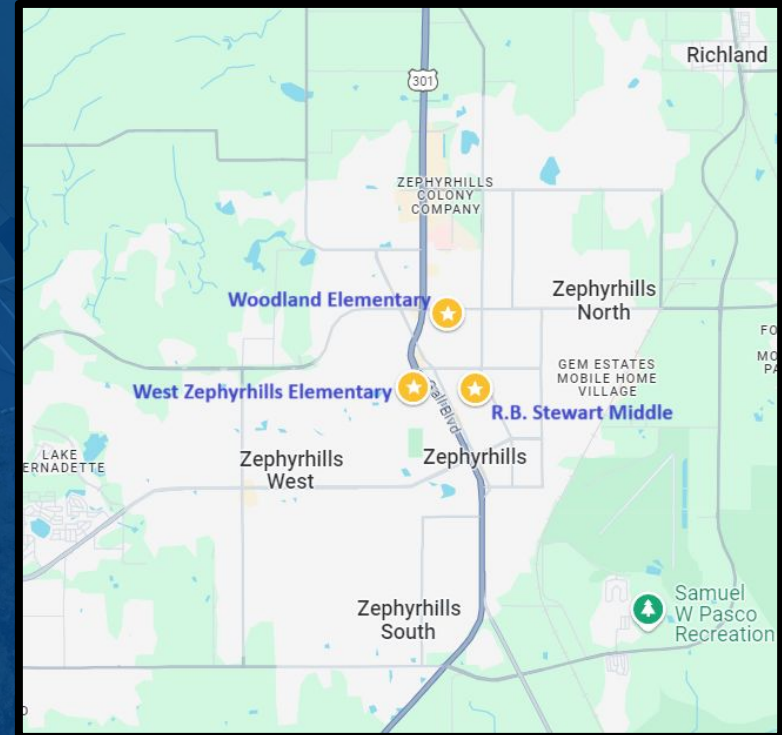
Cost of Programs

After-school Tennis and Education Program

- \$5,500 per school per year
- 4 years, 3 schools
- Total: \$66,000

Summer REC Program

- 3 years of partnership
- 2 days per week, 7 weeks
- Total: \$20,000



Seeking City Support

1. Youth Sports Grant Budget Line
2. Raise a Racquet Fundraising Event

Open to the public!
Tickets on sale now.



Join us to

Raise a Racquet

for Pasco County students

*Sarah Vande Berg Tennis Foundation's
4th Annual Fundraising Event*

**Saturday, November 9, 2024
5:30pm - 9pm**

 SVB Tennis Center 6585 Simons Rd, Zephyrhills, FL 33541	 \$80/person \$140/pair
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Tickets NOW on sale: tinyurl.com/SVBfundraiser24
Contact: info@svbtennisfoundation.org



Our Vision is for ALL students to have personal growth and positive relationships through tennis.

THANK YOU FOR YOUR SUPPORT!

Sarah Vande Berg Tennis Foundation

www.svbtennisfoundation.org

Contact

Nick Walton, Executive Director

nwalton@svbtennisfoundation.org

610-368-0552



CONSENT ITEMS 2.1

Approval of Agreement 41-19-39A

First Amendment to Advanced Environmental Laboratory

Issue:

Approval of Amendment 1 for AEL for Lab Services for the Utilities Department

Background:

The city has utilized the Pinellas County agreement with AEL for the past 5 years. Pinellas County renewed the agreement for an additional year ending on August 31, 2025.

Attachment(s):

1. 41-19-39 Advanced Environmental Laboratories
2. AEL-Pinellas Piggyback 9-24 Signed

Fiscal Impact:

The Utilities Department has used AEL on most of the required local, state, and Federal sampling regulations and spends approximately \$50,000-\$100,000 annually dependent upon what is required.

Staff Recommendation:

It is the staff's recommendation to the City Council to approve the piggyback agreement as presented.

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

THIS AGREEMENT is entered into on this 14th day of October, 2019, by and between the City of Zephyrhills, Florida, a Florida municipal corporation (the City) and Advanced Environmental Laboratories, Inc., a Florida corporation with its principal place of business located at 6681 Southpoint Parkway Jacksonville, FL 32216 (Contractor).

WHEREAS, the Contractor entered into an agreement dated August 30, 2019, with Pinellas County, Florida, a political subdivision of the State of Florida for Laboratory Testing Services for Water, Solids and Chemicals - Contract #178-0599-9 (SS), procured pursuant to F.S. §287.057 (Original Contract). Said agreement is attached hereto as ***Exhibit "A"*** and by reference made a part hereof; and

WHEREAS, when in its best interest, the City may contract with Contractors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a "piggyback" procedure; and

WHEREAS, the Contractor is willing to provide the same Laboratory Testing Services for Water, Solids and Chemicals pursuant to the terms of this Agreement and the Original Contract; and

WHEREAS, the City and Contractor desire to enter into this Agreement to accomplish the Project on the same specifications as the Original Contract.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The above recitals and all exhibits hereto are true and correct and incorporated herein by reference.

2. The terms and conditions of the Original Contract are hereby incorporated into this Agreement by reference.

3. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor

be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-000, EXT. 3543 OR CITYCLERK@ZEPHYRHILLS.FL.US OR CITY CLERK - CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET - ZEPHYRHILLS, FLORIDA 33542.

4. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified return receipt requested mail, addressed to the following:

To the City:

City of Zephyrhills
Attn: City Manager
5344 9th Street
Zephyrhills, FL 33542

To Contractor:

Advanced Environmental Laboratories
9610 Princess Palm Ave
Tampa, FL 33619

With required copy to:

Matthew E. Maggard, Esq.
Maggard Law Firm, P.A.
Post Office Box 2276
Dade City, FL 33526

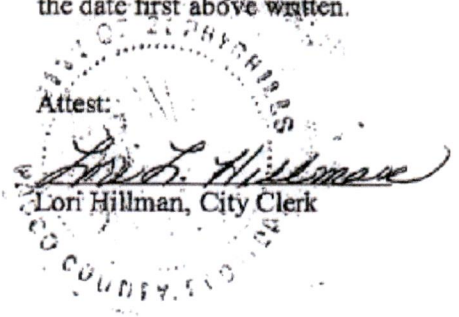
5. Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

6. The Parties represent and warrant that the persons executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

7. This agreement shall be governed by the laws of the State of Florida. Venue for any proceeding brought to enforce this agreement shall be in Dade City, Pasco County, Florida.

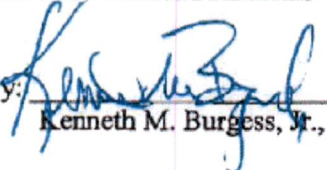
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Attest:


Lori Hillman, City Clerk

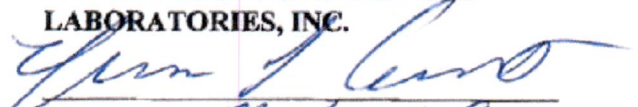
CITY OF ZEPHYRHILLS

By:


Kenneth M. Burgess, Jr., Council President

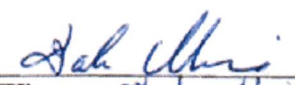
ADVANCED ENVIRONMENTAL
LABORATORIES, INC.

Print Name:


Michael Commey

Title:

Laboratory Manager

Witness: 
Dale Viano

Witness: 
Sheila Wilcox

EXHIBIT A

178-0599-P (SS)

Page 1 of 33

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 30 day of August 2019 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and **Advanced Environmental Laboratories, Inc, Tampa, Florida** ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to **178-0599-P (SS)** ("RFP") for **Laboratory Testing Services for Water, Solids and Chemicals**; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Technical Project Coordinator/QA Manager.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the September 1, 2019; and shall remain in full force and for five (5) years, or until termination of the Agreement, whichever occurs first.

B. Term Extension. The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. Unspecified Services. When authorized in writing by the Plant Manager (for Utilities), Department/Division Program Manager (for other County Departments & Divisions), or designee, the Contractor shall furnish lab testing services not listed under Services Fee. Compensation for any Unspecified Services shall be negotiated between the County and the Contractor at the time the need for services becomes known.

For any Unspecified Services performed, the County agrees to pay the Contractor, a negotiated fee based on the assignment, up to a maximum amount not to exceed **\$50,000.00** for all assignments performed.

C. The County agrees to pay the Contractor the not-to-exceed sum of **\$517,980.00 (includes unspecified services)** for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

Prices are adjustable (increased or decreased) every twelve (12) months thereafter annually in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the contractors request for adjustment should be submitted at least three (3) months prior to date on the effective date of the agreement. The contractor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the contractor within the specified timeframe, the County will assume the contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the annual contract payment adjustment date may not be considered.

D. Travel Expenses. The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

E. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

F. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.**A. Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. **Confidential Information and Public Records.**

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Technical Project Coordinator/QA Manager or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *Advanced Environmental Laboratories, Inc.* If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County: Utilities Department

For Contractor: Advanced Environmental
Laboratories, Inc.

Attn: Terri Grimes
1620 Ridge Road, Bldg. B
Largo, FL 33778

Attn: Michael Cammarata

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement, Contractor shall comply with Florida Administrative Code 64E-1.

- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including all work products, i.e. data and reports, are the property of Pinellas County Government and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its County Administrator

By:

Signature

Barry Burton

Print Name

Advanced Environmental Laboratories, Inc.

By:

Name of Firm

Signature

CHARLES GED

Print Name

PRESIDENT

Title

APPROVED AS TO FORM

Jacina Haston

JACINA HASTON

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

STATEMENT OF WORK

Statement of Work – Advanced Environmental Laboratories, Inc.**1. General:**

Advanced Environmental Laboratories, Inc. (hereafter referred to as “AEL”) shall adhere to the latest certification requirements as listed in FAC 64E-1 for the duration of the Pinellas County (hereafter referred to as the “County”) contract.

AEL must provide the County with renewal Certificates and Scopes within 30 days of receipt. AEL must notify the County Manager via email and verbal notification in the event of certification suspension within two (2) business days.

AEL's Tampa Laboratory will be the primary laboratory for this contract. All Project Management, Quality Control, and the vast majority of testing services would be supplied by the personnel at this facility. The 11,400 square-foot facility is owned by AEL and is located in the Sable Park area of Tampa. It is a stand-alone brick building, which houses only AEL's full service laboratory – and does wet chemistry, volatile organics, semi-volatile organics, metals, microbiological, and nutrient testing for drinking water, wastewater, and soil samples in-house with 32 local staff. The main support laboratory for the contract will be AEL- Jacksonville (headquarters location). AEL Jacksonville would provide most any testing not performed by AEL-Tampa. AEL-Jacksonville is a stand-alone 8,600 square foot block building owned by AEL and located in the Southpoint area of Jacksonville. The addresses for these two facilities and AEL's other facilities are listed below.

- AEL – Tampa - Primary Laboratory
9610 Princess Palm Avenue, Tampa, FL 33619
- AEL – Jacksonville – Main Support Laboratory 6681 Southpoint Parkway, Jacksonville, FL 32216

Additional Support Laboratories:

- AEL – Orlando, 380 Northlake Blvd., Suite 1048, Altamonte Springs, FL 32701
- AEL – Gainesville, 4965 SW 41st Blvd., Gainesville, FL 32608
- AEL – Miami, 10200 USA Today Way, Miramar, FL 33025
- AEL – Tallahassee, 2639 North Monroe St., Suite D, Tallahassee, FL 32303
- AEL – Fort Myers, 13100 Westlinks Terrace #10, Fort Myers, FL 33913

AEL's seven laboratories across Florida are very well equipped with modern analytical instrumentation. Over the past three years, AEL has spent upwards of \$1,000,000 on modernization of equipment and computer systems. The majority of equipment transfers raw data directly into the LIMS and are equipped with autosamplers. This reduces the chance for human error while increasing the production capacity of the lab greatly. Quality is improved because analysts can spend more time reviewing data quality and less doing manual labor, data entry, and clerical work. New instruments include ICPs, ICP-MS, GCs, GC/MSs, and ICs to name a few. Below is a short list for our two main labs for this contract – AEL-Tampa and AEL-Jacksonville.

EXHIBIT A

STATEMENT OF WORK

Instrument	Total Number	Tampa / Jacksonville
Gas Chromatograph	13	4 / 9
GC/MS	10	5 / 5
ICP	2	1 / 1
ICP-MS	1	0 / 1
AEL Furnace	1	1 / 0
Discrete Analyzer	3	3 / 0
Ion Chromatograph	2	2 / 2
HPLC	1	0 / 1
Mercury Analyzer	4	1 / 3
Flow Analyzer	2	2 / 0
TOC Analyzer	2	2 / 0
CBOD Automated Analyzer	2	1 / 1
2013 Ford Transit Connect	1	Tampa
2014 Chevy 1500 4X4	1	Tampa
2018 Nissan Frontier	1	Tampa
2017 Nissan NV200	1	Tampa

AEL's Tampa lab is a 11,400 square foot facility with redundancy in instrumentation for most of its test methods. This is to ensure that work flow is not suspended due to an instrument undergoing maintenance. With similar capabilities and the ability to ship samples overnight to each other, AEL's network of labs acts as another layer of redundancy to ensure the meeting of due dates. AEL uses a single Quality System, single set of Standard Operating Procedures, and common LIMS and operates for all intents and purposes as a single lab with seven locations. This is ensured by strong corporate oversight.

Sample Receipt is open Monday through Friday, 7:00 a.m. until 6:00 p.m., and on Saturday and Sunday from 9:00 a.m. until 2:00 p.m. Off-hour sample receipt is readily available by contacting the AEL to make arrangements. The lab runs using staggered shifts to accommodate sample flow and client needs, with general operating hours of 6:00 a.m. until 7:00 p.m. Monday-Friday, and 9:00 a.m. until 2:00 p.m. on weekends.

The AEL Project Manager must contact any subcontract laboratory to confirm Method, MDL (LOD), PQL (LOQ), and pricing information in order to coordinate with the County in determining the best course of action for County work. Copies of the subcontract laboratory FDOH certificates and scopes must be reviewed by AEL to ensure that required certifications are in place for County projects. Copies of subcontract laboratories' certificates and scopes must be retained by AEL and provided to the County upon request.

AEL's laboratories are all connected with a single live database Laboratory Information Management Software (LIMS). Data reported in Jacksonville or Miami is available instantly – not after a synchronization which other labs still employ. And while the vast bulk of all the samples from Pinellas County will be analyzed in the Tampa lab, AEL will have the ability to utilize our other six labs in Florida should any issue arise. This can help when balancing workloads is needed to ensure turn-around-times are met. It is especially beneficial should weather cause evacuations or storm damage – AEL more has options than any other lab in Florida to get the job done.

EXHIBIT A

STATEMENT OF WORK

AEL's Jacksonville facility is a DoD ELAP accredited laboratory. AEL has one LIMS that is common to all AEL laboratories, therefore the AEL LIMS must meet DoD ELAP requirements for cyber security and backup. All electronic data is generated and processed behind hardened electronic firewalls, is protected by anti-virus and anti-spyware systems (with real time updates) and is protected by multiple layers of security masks to prevent unauthorized access. Backups and archived data are stored as "read only" in a "write protected" environment to prevent amendment, deletion, etc. by unauthorized persons. Records are retained and accessible for a minimum of 5 years unless a longer period is specified by contract for a particular project.

AEL will provide payment for the County's resampling costs in the event that AEL damages a sample, loses a sample, contaminates a sample, or other error while in AEL's possession.

AEL will retain samples for 30 days after the final report is delivered to the County. Samples requiring storage beyond this timeframe may be stored at ambient temperatures. If the County would like samples maintained beyond this time frame, a request may be made through the AEL Project Manager.

AEL shall allow on-site inspections during normal business hours by the County, with minimum of three (3) business days' notice.

AEL will work with the county in accepting work that is not explicitly listed in this contract. The AEL Project Manager will discuss the project requirements including MDL's, methods, and pricing with the County to meet the County's needs.

2. **Communication:**

AEL's main point of contact for this contract will be Dale Uvino, Project Manager, and his back up will be Heidi Parker, Project Manager. AEL's Project Managers serve as the client/laboratory liaison and keep in routine contact with both concerning progress or any issues that may arise. Dale Uvino will coordinate scheduling projects and field activities, complete the reporting and invoicing, schedule any phone or in person meetings and be the single point of contact for everything between the County and AEL. However, when asked or as circumstances require, Mr. Uvino will be supported by: Mr. Cammarata, our Tampa Laboratory Manager; Stephan Cantin, our Tampa QA Officer; and Scott Clark, our Corporate It Director (who works out of our Tampa Laboratory).

The AEL Project Manager will help coordinate meetings with the County for various purposes. The AEL Project Manager may collect information relevant to the meeting purpose and will notify other AEL staff that may be participating in the meeting.

All contact information for primary AEL personnel will be provided prior to any work commencing from the County, this will include email address, primary office phone numbers and extensions and cell phone numbers

For general communications, AEL Tampa's normal business days/hours of operation are Monday – Friday, from 8:00 a.m. to 5:00 p.m. (hereafter referred to as "normal business hours").

Methods of communication will primarily be by phone and email. Mail or fax may be utilized where appropriate. Turn Around Time (hereafter referred to as "TAT") for responses should be within an hour of the initial request.

AEL's Quality Assurance Officer, Stephan Cantin in Tampa or backup, Kelly Bortle in Jacksonville, need to be available during normal business hours by phone and/or email. TAT for responses should be within an hour of the initial request.

EXHIBIT A

STATEMENT OF WORK

Communications regarding Bottle Orders, Sample Delivery, New Projects, Changes in Work, Quotes, Report issues, invoice issues, and General Questions will be directed to the AEL Project Manager primarily by phone and email. QA/QC issues will be directed primarily to the Project Manager and/or Quality Assurance Officers primarily by phone and email.

The AEL Project Manager or back up will notify the County in the event of any changes in rules or regulations and their effect on County projects/data.

The County requires a semi-annual face-to-face meeting with AEL to review AEL's previous six-months' performance with respect to contract requirements and /or other performance issues. The County may waive one meeting per year as long as the performance meets contract requirements and no other chronic or acute problems occurred in the previous six months.

3. **Bottle Orders:**

The AEL Project Manager, or backup, will handle all bottle order communications as well as facilitating the bottle order process. Email will be the primary option utilized to order bottles, but phone orders may be used when needed. A Bottle Order Form or Kit Order Form (Pinellas County) will be utilized to order bottles which contains information related to the project, collection sites, tests requested, quantities, and date needed. Orders may be emailed at any time, but communications regarding orders will be handled during normal business hours.

Bottle Orders must contain the following:

- bottles for all tests for all sites to include required preservatives and/or disinfection neutralizers
- method or regulatory-required blanks (such as trip blanks)
- completed labels for each container must be on the appropriate containers
- completed Kit Order Form with tracking mechanism for all bottles, preservations, and disinfection neutralizers to insure required traceability
- COC(s) to include specific project name, P.O. where available, collection sites, tests listing, preservations, blanks containerization info, etc.

Bottle orders must be packed into coolers large enough to allow for adequate ice upon their return. The caps on all containers must be tightened so as to prevent leakage prior to shipment. When possible, bottles should be packed in zip-lock-type bags. If the zip-lock bag includes bottles with preservatives, a pH strip must be included in the bag to indicate if there has been any leakage. Bottle orders will be placed separately for separate projects; therefore, separate projects' bottles must be packed into separate coolers. Glass bottles/vials must be packed in bubble wrap to prevent breakage. All bottle/containers and bubble wrap must be purchased new. AEL is responsible to meet all regulatory requirements related to insuring that all containers provided to the County are fit for use and traceable. The water used for method-required blanks (such as trip blanks) must be ASTM Type II Water equivalent or better.

Bottle deliveries should be coordinated to coincide with sample pickups. AEL is responsible for all bottle order deliveries by the deadlines listed on the individual bottle orders. If a deadline can't be met, AEL must contact the County to discuss. AEL's couriers should be able to handle all bottle deliveries; however, if a bottle delivery is being sent by another means, AEL must contact the county to obtain approval prior to shipment.

Bottles needed for special sampling events will be requested through AEL's Project Manager and will be expected to be delivered as requested.

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Problems with a bottle order received by the County will be communicated to the AEL Project Manager as soon as possible after discovery. The AEL Project Manager must then coordinate delivery of replacement bottles as soon as possible to prevent impacting the sample collection event.

4. **Sample Delivery:**

The AEL Project Manager, or backup, will coordinate sample pickups from the County Utilities Laboratory at 1620 Ridge Rd, Bldg B, Largo, FL, 33778. Regularly scheduled pickups are needed twice per week. Specific week days can be discussed and agreed upon by both parties. Other pickups may be necessary depending on the project and sample hold times; which will be coordinated between the AEL Project Manager and the County. Communication for non-routine sample pickups are to be handled via phone or email; and pickup confirmation to the County must be made within one (1) hour of request.

Although AEL provides sample delivery service Monday – Friday, 8:00 to 5:00, the County requires that all pickups (and deliveries) be made between the hours of 8:00 and 4:00, Monday – Friday. The AEL courier(s) are expected to handle all sample pickups/deliveries. Sample pickups should be coordinated to coincide with bottle order deliveries. AEL is responsible to ensure that all sample deliveries arrive at the appropriate AEL laboratory within the sample/test hold times

Bottles may be packed in cooler(s) in the original bags and bubble wrap that were provided with the bottle order. The associated COC(s) will be completed by the sample collection staff and placed into a zip-lock-type bag(s) inside the cooler(s). These coolers are stored in cold storage at the County Utilities Laboratory's until pick up. The coolers will not have ice in them at the time of pickup to allow the courier to quickly check the coolers to make sure that all sample containers are present before "accepting" on the COCs. The courier should then use the ice from the County Utilities Laboratory's ice machine on the back dock to ice down the coolers for transport.

AEL must deliver all samples uncompromised within regulated hold times (40CFR136 Table II, specific method requirements, and FDEP SOP FS1000). AEL must check that samples received match with the information on the COC(s) and for adherence to the TNI Standard sample acceptance requirements. The COC must be checked to identify short hold samples so that preparation and/or analysis begins prior to hold time expiration. For methods with multiple analytes, the COC must be checked for the requested analytes in order to insure they are analyzed.

When the County needs a report format other than the standard report format:

- the County will work with the AEL Project Manager to set this up in AEL's LIMS in advance
- the request will be recorded on the COC

If any problems are identified at sample receipt, AEL will immediately communicate with the County for instructions.

Samples must be grouped within AEL's LIMS by specific project, with each sample and fraction being uniquely identified so that the final reports and invoices reflect only the samples, tests, and quantities for that specific project.

EXHIBIT A

STATEMENT OF WORK

In the event that AEL must utilize one of their internal network of laboratories, AEL bears the responsibility for coordination of the work. When it becomes necessary for AEL to send work to a laboratory outside of the AEL organizational network, AEL bears the responsibility for insuring that only TNI certified laboratories are used. Preference must be given to laboratories that are TNI-certified by the Florida Department of Health, Environmental Laboratory Certification Program. AEL bears the responsibility for the coordination of this work as well.

In the event that AEL can't provide sample pickup/delivery service with proper advance notice, AEL may be responsible for costs associated with the County delivering samples to AEL. AEL couriers are expected to obey all traffic laws and operate in a safe manner while on County properties. Issues related to unsafe courier operation will be brought to the attention of AEL's Project Manager for resolution. Very serious or repeat offenses could result in courier disbarment.

5. **Analytical Work**

Attachment A will serve as a reference for the Tests/Analytes/Certification Status that would be utilized within the AEL's laboratory network as well as any work subcontracted outside of AEL's laboratory network (Asbestos, Free cyanide, Gross Alpha, Radium 226 & 228 and UCMR). Any changes related to test availability or changes in test methods must be conveyed to the County immediately if samples in AEL's possession are affected; and within two (2) business days *when no samples are affected*. In the event AEL needs to substitute a method from that which was requested on the COC, AEL must notify the County prior to doing so to gain approval. The AEL Project Manager will explain how this change may impact the data (including MDL/LOD, PQL/LOQ), and the reason for the substitution.

County projects must be given separate and unique work order numbers upon receipt. Within each work order, each sample must be assigned a unique identifier; and each sample fraction (bottle) must also be uniquely identified. The work order number, sample numbers and fraction numbers must appear on reports to unequivocally link samples, containers, and test results within a project. Each work order must have its own separate report and invoice (see Reports and Invoices section).

To insure that all analytical work is performed within regulated hold times, AEL must log in samples in a timely manner upon arrival. In addition, AEL must utilize a process that accurately tracks method expiration dates for each sample and analysis according to the 40CFR136 Table II, specific method requirements, and FDEP SOP FS1000 requirements to help prevent missing hold times. This would include samples that require shipment to other AEL facilities as well as sub-contracted to another laboratory. In the event that a sample is analyzed outside of the recommended holding time, AEL's Project Manager must contact the County as soon as possible (< 1 business day) to determine how to proceed. Sample Preparation/Analysis performed outside aforementioned hold time criteria due to AEL error may not be charged to the County.

AEL must insure that when analytical equipment is out of service that there is backup equipment at one of AEL's facilities to perform the required work within regulated hold times. If samples need to be sub-contracted, then AEL must notify the County as soon as possible (< 1 business day).

Data must be critically reviewed prior to reporting to the County. Per AEL's proposal response, the County expects AEL to continue to utilize a three-tier review process for all analytical data being reported. Bench data is reviewed and approved in each analytical department by both the analyst (1st tier review), and a secondary analyst or the department supervisor (2nd tier review).

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The review of the bench data also includes QC checks completed through AELs LIMS and review of any qualifiers/case narratives. Once approved by the analytical department the data is reviewed and approved by the Project Manager (3rd tier review). Project Manager review includes comparing client requests/needs to what is being reported, reviewing the Chain of Custody against what is being reported, review of any qualifiers/case narratives, review of analyte relationship parameters against one another and assembly/review of electronic deliverables. Once the final review is completed the project is finalized in the LIMS and the final report can be issued.

AEL makes every attempt to analyze samples in full batches. This is often accomplished by strategically placing client samples at an AEL facility where the greatest number of samples for a particular method is being analyzed. Instead of having most labs run a few samples in any given day for one analysis, if the quality control requirements can be maintained, the samples are run in larger batches in a few labs. The majority of samples are run for this reason at our Tampa, Jacksonville and Miramar full service facilities. There are some cases where this cannot be done, for example, samples associated with short hold times or rush work, but often samples can be run in fewer locations with more experienced analysts and more cost-effective equipment.

The County expects AEL to continue to evaluate all QC samples based on TNI requirements and in association with their respective certified EPA and Standard Methods requirements.

AEL must randomly select from the various client samples within QC sets to use for sample-specific QC (MS/MSD/Duplicate). All QC used related to Pinellas County samples must appear in the final report, even if the sample-specific QC sample(s) belongs to another client.

Wet Chemistry

A batch method blank (MB), laboratory control spike (LCS), matrix spike (MS) and matrix spike duplicate (MSD) are performed with most analyses, and at least once per batch of twenty samples. For some methods, such as residues, a sample duplicate is run per method requirements to meet the RPD criteria. Some methods require a duplicate set be analyzed every 10 samples instead of every 20. Batch QC resets after 20 samples.

Additional QC is required for various methods. A few examples are BOD/CBOD analysis has seed correction criteria and EPA 300.1 analysis requires surrogate for every sample for QC purposes. Most batches of samples also involve curve-based QC required by most methods performed at AEL. Curves are analyzed and then verified with a second source as required for the particular method. The second source check is documented as an Initial Calibration Verification (ICV). A Continuing Calibration Verification (CCV) is also run as a check against the active curve, surrounding the reportable batch QC itself. The CCV is required to be run every 10 samples for methods in general, where it is required. Initial Calibration Blanks (ICBs) and Continuing Calibration Blanks (CCBs) are analyzed with the surrounding ICVs and CCVs respectively to ensure a contaminant free analysis.

Microbiology

Micro batch QC samples are more difficult to generalize as requirements can vary greatly from one method to the next. Most Micro methods run at AEL, particularly the membrane filter ones, require 1 pre-blank/Method blank per filtration apparatus used. In addition, several methods, including SM9222D, call for mid-blanks and post blanks every 10 samples filtered. Methods also require a positive and negative check in some cases, like MPN analysis. Duplicates are often required every set of 20 samples and sometimes as often as every 10 samples based on method requirements. A method, such as EPA1603, requires batch LCS/MS spiking on a routine basis.

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Organics

The batch QC is similar to Inorganics but is more involved. ICVs, ICBs, CCVs and CCBs bracket every 10 to 20 samples depending on method requirements. The reportable batch QC includes the MB, LCS and MS/MSD set or a duplicate pair every 10 samples depending on method requirements. Most extractable analyses utilize an independent surrogate to verify recovery of the associated analytes from Organic preparation. For methods requiring surrogates every sample and QC sample is spiked with the associated surrogate. GCMS methods also utilize an internal standard per sample/QC sample per batch. Tunes are also analyzed for GCMS methods every 12 hours during an active run. A few methods, such as EPA552 and EPA524 require Method Reporting Limit (MRL) checks to verify the low end of the curve every 20 samples. And some methods, like EPA8081/608, have breakdown criteria checks run at the beginning of every sequence.

Metals

The general QC for Metals is similar to Wet Chemistry. The reportable QC of one MB, LCS, MS/MSD set or duplicate set criteria is met every batch of 20 samples based on method needs. Curve verification ICV, ICB, CCV and CCB sample QC are analyzed every 10 samples. Methods, like EPA 200.7, are more involved. Interference Check Standards (ICSSs) are analyzed once per batch of 20 samples and Practical Quantitation Limit (PQL) checks are run once at the beginning of each analysis run. Internal standard checks are analyzed per sample and QC sample

The County expects AEL to handle corrective actions related to various QC failures as listed below.

Wet Chemistry

Method Blank (MB), Initial Calibration Blank (ICB) or Continuing Calibration Blank (CCB) QC exceedances usually result in the samples being re-run for analysis if the client data is deemed affected. If the samples reported are below the analyte Method Detection Limit (MDL) or greater than 10X the value of the MB/ICB/CCB value then the samples are not considered to be directly affected and the data is qualified and reported. A case narrative is issued with the final report describing the incident and corrections are made internally to prevent a re-occurrence in future analyses. If the samples are considered affected (greater than the analyte MDL and within 10X the value of the MB contaminated value) and cannot be re-run within sufficient hold time then the lab notifies the Project Manager, Lab Manager and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Lab contamination is rare at AEL, but when it occurs root cause is determined, and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Laboratory Control Spike (LCS), Initial Calibration Verification (ICV) or Continuing Calibration Verification (CCV) QC exceedances usually result in the samples being re-run for analysis if the client data is deemed affected. If the batch QC bracketing the samples exceeds limits, biased high, and the samples are non-detect, then the samples are not considered to be affected and are reported with a case narrative. Corrections are made internally to prevent a re-occurrence in future analyses. If the batch QC bracketing the samples exceeds limits, biased low, and cannot be re-run within sufficient hold time then the lab notifies the Project Manager, Lab Manager and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Batch QC exceedances for LCSs, ICVs and CCVs are not common at AEL, but when they do occur root cause is determined, and corrective action issued through our Non-Conformance program.

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Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Matrix Spike (MS) and Matrix Spike Duplicate (MSD) QC exceedances are treated according to matrix type. Solid and Non-Potable Water matrices are at times re-run for analysis but are often reported using a J qualifier for matrix interference. A case narrative describing the matrix interference of the affected samples is also attached to the final report. If the sample is a Drinking Water matrix then samples and exceeding QC samples are re-run in each event. Matrix interference qualifiers on Drinking Water samples are only applied to situations where the sample cannot be re-run with hold time and is approved by the client after the Project Manager has discussed options with them. MS and MSD exceedances are not tracked using the AEL Non-Conformance program, but the data is required to be qualified and a case narrative issued with each event.

A few QC items specific to particular methods, such as SM5210B, may have exceedances that will result in data being affected. Uncommon QC method exceedances are to be communicated by the lab to the Project Manager, who in turn notifies the client to discuss options. The data will either be qualified and reported, with a case narrative describing the incident, or the sample recollected. In either case these non-conformities are tracked through our Non-Conformance program. Root cause is determined, and corrective action is issued. The QAO will later follow up to make sure the corrective action is being adhered to.

Micro

Method Blank (MB), Pre-blank or Post-blank QC exceedances are uncommon, but can happen. If the samples reported are below the analyte Method Detection Limit (MDL) then the samples are not considered to be directly affected and the data is qualified and reported. A case narrative is issued with the final report describing the incident and corrections are made internally to prevent a re-occurrence in future analyses. If the samples are considered affected (greater than the analyte MDL) then the lab notifies the Project Manager, Lab Manager and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Lab contamination is rare at AEL, but when it occurs root cause is determined, and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Laboratory Control Spike (LCS) or positive control QC exceedances are not common but can happen. If the positive batch QC exceeds limits, biased high, and the samples are non-detect, then the samples are not considered to be affected and are reported with a case narrative. Corrections are made internally to prevent a re-occurrence in future analyses. If the positive batch QC exceeds limits, biased low, then the lab notifies the Project Manager, Lab Manager and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Batch QC exceedances for LCSs and other positive controls are not common at AEL, but when they do occur root cause is determined, and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

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Matrix Spike (MS) QC exceedances are reported using a J qualifier for matrix interference. A case narrative describing the matrix interference of the affected samples is also attached to the final report. MS exceedances are not tracked using the AEL Non-Conformance program, but the data is required to be qualified and a case narrative issued with each event.

Metals

Method Blank (MB), Initial Calibration Blank (ICB) or Continuing Calibration Blank (CCB) QC exceedances usually result in the samples being re-run for analysis if the client data is deemed affected. If the samples reported are below the analyte Method Detection Limit (MDL) or greater than 10X the value of the MB/ICB/CCB value then the samples are not considered to be directly affected and the data is qualified and reported. A case narrative is issued with the final report describing the incident and corrections are made internally to prevent a re-occurrence in future analyses. If the samples are considered affected (greater than the analyte MDL and within 10X the value of the MB contaminated value) and cannot be re-run within sufficient hold time then the lab notifies the Project Manager, Lab Manager and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Lab contamination is rare at AEL, but when it occurs root cause is determined, and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Laboratory Control Spike (LCS), Initial Calibration Verification (ICV) or Continuing Calibration Verification (CCV) QC exceedances usually result in the samples being re-run for analysis if the client data is deemed affected. If the batch QC bracketing the samples exceeds limits, biased high, and the samples are non-detect, then the samples are not considered to be affected and are reported with a case narrative. Corrections are made internally to prevent a re-occurrence in future analyses. If the batch QC bracketing the samples exceeds limits, biased low, and cannot be re-run within sufficient hold time then the lab notifies the Project Manager, Lab Manager and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Batch QC exceedances for LCSs, ICVs and CCVs are not common at AEL, but when they do occur root cause is determined, and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Matrix Spike (MS) and Matrix Spike Duplicate (MSD) QC exceedances are treated according to matrix type. Solid and Non-Potable Water matrices are at times re-run for analysis but are often reported using a J qualifier for matrix interference. A case narrative describing the interference of the affected samples is also attached to the final report. If the sample is a Drinking Water matrix then samples and exceeding QC samples are re-run in each event. Matrix interference qualifiers on Drinking Water samples are only applied to situations where the sample cannot be re-run with hold time and is approved by the client after the Project Manager has discussed options with them. MS and MSD exceedances are not tracked using the AEL Non-Conformance program, but the data is required to be qualified and a case narrative issued with each event.

Internal Standards utilized for some Metals methods, such as EPA 200.7, have QC requirements that must be met. If the samples exceed the internal standard limits, then the sample is re-run for reporting purposes.

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A few QC items specific to particular methods, such as EPA 200.7, may have exceedances that will result in data being affected. Uncommon QC method exceedances are to be communicated by the lab to the Project Manager, who in turn notifies the client to discuss options. The data will either be qualified and reported, with a case narrative describing the incident, or the sample recollected. In either case these non-conformities are tracked through our Non-Conformance program. Root cause is determined, and corrective action is issued. The QAO will later follow up to make sure the corrective action is being adhered to.

Organics

Method Blank (MB), Initial Calibration Blank (ICB) or Continuing Calibration Blank (CCB) QC exceedances usually result in the samples being re-run for analysis if the client data is deemed affected. If the samples reported are below the analyte Method Detection Limit (MDL) or greater than 10X the value of the MB/ICB/CCB value, then the samples are not considered to be directly affected and the data is qualified and reported. A case narrative is issued with the final report describing the incident and corrections are made internally to prevent a re-occurrence in future analyses. If the samples are considered affected (greater than the analyte MDL and within 10X the value of the MB contaminated value) and cannot be re-extracted/re-run within sufficient hold time then the lab notifies the Project Manager, Lab Manager and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Lab contamination is rare at AEL, but when it occurs root cause is determined, and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report. matrix

Laboratory Control Spike (LCS), Initial Calibration Verification (ICV) or Continuing Calibration Verification (CCV) QC exceedances usually result in the samples being re-run for analysis if the client data is deemed affected. If the batch QC bracketing the samples exceeds limits, biased high, and the samples are non-detect, then the samples are not considered to be affected and are reported with a case narrative. Corrections are made internally to prevent a re-occurrence in future analyses. If the batch QC bracketing the samples exceeds limits, biased low, and cannot be re-extracted/re-run within sufficient hold time then the lab notifies the Project Manager, Lab Manager and Quality Assurance Officer (QAO). Lab management in turn will quickly notify the client and will determine if samples need to be qualified and reported, or if resampling is a possibility. Batch QC exceedances for LCSs, ICVs and CCVs are not common at AEL, but when they do occur root cause is determined, and corrective action issued through our Non-Conformance program. Once the issue is identified and corrective action is issued, the QAO will follow up to make sure the corrective action is being adhered to. A case narrative describing the incident of the affected samples is also attached to the final report.

Matrix Spike (MS) and Matrix Spike Duplicate (MSD) QC exceedances are treated according to matrix type. Solid and Non-Potable Water matrices are at times re-run for analysis but are often reported using a J qualifier for matrix interference. A case narrative describing the matrix interference of the affected samples is also attached to the final report. If the sample is a Drinking Water matrix then samples and exceeding QC samples are re-run in each event. Matrix interference qualifiers on Drinking Water samples are only applied to situations where the sample cannot be re-run with hold time and is approved by the client after the Project Manager has discussed options with them. MS and MSD exceedances are not tracked using the AEL Non-Conformance program, but the data is required to be qualified and a case narrative issued with each event.

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Internal Standards utilized for some Organics methods have method specific QC requirements that must be met. If the samples exceed the internal standard limits, then the sample is re-prepped/re-run for reporting purposes.

Surrogate QC exceedances are treated according to matrix type. Solid and Non-Potable Water matrices are at times re-run for analysis but are often reported using a J qualifier for matrix interference. A case narrative describing the matrix interference of the affected samples is also attached to the final report. If the sample is a Drinking Water matrix then samples and exceeding QC samples are re-extracted/re-run in each event. Matrix interference qualifiers on Drinking Water samples are only applied to situations where the sample cannot be re-extracted/re-run within hold time and is approved by the client after the Project Manager has discussed options with them. Surrogate exceedances are not tracked using the AEL Non-Conformance program, but the data is required to be qualified and a case narrative issued with each event.

A few QC items specific to particular methods, such as EPA552.2, may have exceedances that will result in data being affected. The QC items and affected samples are re-extracted/re-run where possible. Uncommon QC method exceedances are to be communicated by the lab to the Project Manager, who in turn notifies the client to discuss options. The data will either be qualified and reported, with a case narrative describing the incident, or the sample recollected. In either case these non-conformities are tracked through our Non-Conformance program. Root cause is determined, and corrective action is issued. The QAO will later follow up to make sure the corrective action is being adhered to.

AEL must utilize the FDEP qualifiers as described in FAC 62-160 Table 1. Data that is qualified must have an associated comment or explanation when a comment is not sufficient/appropriate. A Case Narrative within the final report must be utilized to describe the reason(s) qualifiers (other than I & U) were needed and the possible impact on the data.

The County may request re-analysis of samples when the data is unusual or suspect. The County will make this request through the AEL Project Manager. Requests for re-analysis of samples may or may not result in additional charges depending upon whether these requests become too frequent and/or the originally reported results are confirmed most of the time.

AEL must be able to routinely meet all analytical MDL (LOD) and PQL (LOQ) state and federal requirements as listed in FAC 62-550, 62-302, 62-520, 62-600, 62-625, 62-4.246, 40CFR503, 40CFR122. In the case of new projects during the contract period that require other state and/or federal requirements, AEL must work with the County to meet these new requirements.

AEL must analyze all County samples separated by TNI Field of Accreditation Matrix: Drinking Water, Non-Potable Water, and Solid & Chemical Materials. Drinking Water samples must be run either in separate runs or as a subset within a single run with its own sample-specific QC. Non-Potable Water samples must be run either in separate runs or as a subset within a single run with its own sample-specific QC. Solid & Chemical Materials samples must be run in separate runs with its own sample-specific QC.

AEL must notify the County within two (2) business days when results exceed regulatory limits or for other County-defined limits' exceedances.

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6. **Reports and Invoices**

Reports and invoices must be identified by a unique workorder number generated by AEL's LIMS. This workorder number must be unequivocally linked to a single, specific project collected on a given day, unless otherwise directed by the County. The details within each workorder must be an accurate representation of the sample and test information related to the project and as listed on the associated COC(s). This includes unequivocal links to each sample and fraction so that the final reports and invoices reflect only the samples, tests, and quantities for that specific project, collected on that day(s). The workorder number and associated links with the samples, tests, reports, and invoices must be a permanent reference.

AEL's standard reports must include all applicable items listed in the TNI Standard as well as all the applicable requirements listed in FDEP 62-160.340. Additional information may be requested by the County through the AEL Project Manager.

AEL will email all final reports (including all report formats/deliverables listed below) and associated invoices to the County's main point of contact: Terri Grimes (Pinellas County Utilities Water Quality Laboratory). Standard Reports and invoices must be pdf format unless otherwise directed by the County or as specified in the deliverable listing below. Electronica Data Deliverables (EDDs) are required for several projects in addition to the standard pdf reports. Reports and invoices are to be delivered within 14 calendar days. Exceptions may be made when certain holidays fall within the 14-calendar day window (such as New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day & the day after, and Christmas). These requirements also apply to all sub-contractors.

AEL will provide the following deliverables:

- (1) Standard Laboratory Report (pdf) with related QC included - that meet all NELAC/TNI criteria (compliance with most recent FAC 64E-1)
- (2) FDEP WIN (Watershed Information Network) - latest version
- (3) FDEP Adapt (Automated Data Processing Tool) - latest version
- (4) FAC 62-550.730: all formats - latest versions
- (5) Custom Electronic Data Deliverables (EDDs)
- (6) UCMR (Unregulated Contaminants Monitoring Rule - 40CFR141) - latest version

Standard TAT for reports and invoices is ten (10) working days. Special analysis or requests may require additional time. Requests for expedited analysis will be requested by the County through the AEL Project Manager. Additional charges may apply to expedited work.

Invoices must include:

- AEL invoice number (which should also be the AEL workorder number)
- AEL workorder number (if different than the invoice number)
- "Remit to" with AEL's information
- "Invoice to:" with Pinellas County's Finance Division Accounts Payable information
- County's P.O. number for that Department or Division
- Invoice date
- Total amount due
- County's project name
- Quantities and units of measure
- Test methods' description/identification and method number

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- Individual price per test
- Total price per line item (quantity multiplied by the individual price)
- Total invoice amount (sum of all total prices per line item)

For work that is sub-contract to a laboratory outside the AEL laboratory network, the subcontract laboratory final report (in its entirety) is appended to the end of the AEL final report and is clearly identified as a sub-contracted report from another laboratory. AEL then issues this combined final report to the County.

For all UCMR-related work, both AEL and any laboratory that AEL sub-contracts to must be registered as an active user for EPA's Central Data Exchange (CDX) in order to upload data as required by EPA in addition to sending a standard report to the County. Currently, AEL is registered for the purpose of entering UCMR4 data for Bromide and TOC samples analyzed at the Tampa facility. UCMR work must be kept with the same lab(s) for the duration of the study (i.e. entire UCMR 4 study). Should there be any changes related to the laboratories that are performing UCMR work between studies (i.e. between UCMR 3 study & UCMR 4 study), AEL must notify the County prior to the new study commences.

AEL is required to use Case Narratives in the final, analytical report, when warranted. Their purpose is to explain anything unusual that occurred from sample receipt all the way through the analytical processes. AEL's process for Case Narratives is this: For each analytical batch, Case Narratives are compiled. They are broken down into sections – one for organics and one for inorganics. In general, most Case Narratives are used to explain a data qualifier within a final report. They are most often used for notification of sample QC exceedances. Case Narratives can also be used to report items such as insufficient preservation, hold time exceedance, temperature receipt exceedance, chlorine exceedance, lab contamination, or lab batch QC exceedances.

AEL must retain sample data/reports for a minimum of five years from the issuance the final report.

7. **Additional Information:**

DETAILS OF IMPLEMENTATION AND TRANSITION PLAN

To ensure that the final report will meet all the requirements of the County and any regulatory agencies, a review is conducted prior to the beginning of work to outline those work requirements. These requirements and Data Quality Objectives (DQO) shall be on file with the project managers responsible for servicing those clients.

AEL utilizes a DQO form for summarizing these steps and gathering the required information not already spelled out in the contract. The process for completing this form is detailed in AEL SOP ADMIN-027. The purpose of the DQO is to ascertain as much information as possible before the start of the work. This allows AEL to prepare for any special requirements that may be required to accomplish the goals of the sampling and analysis.

The goals of the DQO are essentially the following, but may encompass more details where needed:

- Detection Limits.
- Methods to be used.
- To ensure the lab has the capability and resources to meet the requirements of the project(s).
- The test and/or calibration method is appropriate to the project's needs.
- Format of Report (Level of Report).
- Any electronic deliverable requirements

EXHIBIT A

STATEMENT OF WORK

- Invoice requirements, i.e. special mailing addresses
- Delivery of report; fax, mail, or email.
- Chain of command for difficulties arising during the analysis that require client consultation.
- Person(s) to contact if a drinking water test or a requested non-potable water MCL exceedance level is seen and needs to be quickly reported prior to a report submission.

Any special requirements or situations that could affect the normal procedure of analysis require consultation between the Laboratory Manager, the person generating the DQO, and the QA Officer. All special circumstances will be verified by the lab that they can be performed as directed by Pinellas County and within the confines of the AEL Quality System.

Pinellas County shall be informed of any deviation from the contract as it is first proposed or if in the course of performing the work, any deviation from the contract takes place. If the requirements have to be amended after work has commenced, the same review process shall be repeated, and any amendments shall be communicated to all affected personnel.

Any work that will have to be subcontracted outside the AEL laboratory network will require AEL staff to coordinate the details of the new work with the subcontract laboratory and get assurances from the subcontract laboratory that the work can be completed within the guidelines given by Pinellas County for that work. Pinellas County shall be informed beforehand of any work that would be subcontracted.

An important part of AEL's DQO form is the listing of required sample analysis turnaround times. The DQO form along with the contract requirements are used to build a profile in the LIMS, where each analysis is assigned a due date. All samples will be logged into our LIMS with the due date automatically assigned. (Those can be modified by the Project Managers when requested by Pinellas County or as circumstances require). All analyst, supervisors, project managers, and lab managers review due dates in LIMS when creating sample analysis schedules. These "backlogs" are normally printed by method and department twice daily. Each morning at 10:00 am a meeting of project managers, department supervisors, and the lab manager meet to go over which projects are coming due and how the analysis is proceeding to ensure that due dates are met

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE:

The recommended Proposer must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Proposal submittals should include, the Proposer's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, Proposer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Proposer shall email certificate that is compliant with the insurance requirements to ssteale@pinellasocounty.org. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

EXHIBIT B

INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

EXHIBIT B

INSURANCE REQUIREMENTS

- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract. No environmental or pollution exclusion allowed, or separate policy will be required.

Limits	
Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

	Test Method	Approximate # Tests per Year	Price per Sample	Total Price per year
1	ASTM D2974-87	15	\$ 6.00	\$ 90.00
2	EPA 200.7	5	\$ 6.00	\$ 30.00
3	EPA 200.8	15	\$ 6.00	\$ 90.00
4	EPA 218.6	15	\$ 10.00	\$ 150.00
5	EPA 245.1	75	\$ 15.00	\$ 1,125.00
6	EPA 300.0	300	\$ 7.00	\$ 2,100.00
7	EPA 300.1	150	\$ 10.00	\$ 1,500.00
8	EPA 335.4	105	\$ 25.00	\$ 2,625.00
9	EPA 351.2	15	\$ 12.00	\$ 180.00
10	EPA 353.2	15	\$ 7.00	\$ 105.00
11	EPA 365.1	5	\$ 7.00	\$ 35.00
12	EPA 365.4	15	\$ 10.00	\$ 150.00
13	EPA 410.4	30	\$ 8.00	\$ 240.00
14	EPA 420.4	80	\$ 15.00	\$ 1,200.00
15	EPA 504.1	15	\$ 28.00	\$ 420.00
16	EPA 508.1	5	\$ 50.00	\$ 250.00
17	EPA 515.3	5	\$ 60.00	\$ 300.00
18	EPA 524.2 TTHMs only	285	\$ 25.00	\$ 7,125.00
19	EPA 524.2 Full List	285	\$ 45.00	\$ 12,825.00
20	EPA 525.2	5	\$ 60.00	\$ 300.00
21	EPA 531.1	10	\$ 37.00	\$ 370.00
22	EPA 547	10	\$ 30.00	\$ 300.00
23	EPA 548.1	10	\$ 45.00	\$ 450.00
24	EPA 549.2	10	\$ 45.00	\$ 450.00
25	EPA 552.2	275	\$ 40.00	\$ 11,000.00
26	EPA 608	50	\$ 50.00	\$ 2,500.00
27	EPA 615	5	\$ 185.00	\$ 925.00
28	EPA 624 TTHMs only	150	\$ 25.00	\$ 3,750.00
29	EPA 624 Full List	150	\$ 45.00	\$ 6,750.00
30	EPA 625	65	\$ 90.00	\$ 5,850.00
31	EPA 900.0	5	\$ 35.00	\$ 175.00
32	EPA 903.1	5	\$ 65.00	\$ 325.00
33	EPA 904.0	5	\$ 65.00	\$ 325.00
34	EPA 1631E	25	\$ 60.00	\$ 1,500.00

EXHIBIT C

PAYMENT SCHEDULE

	Test Method	Approximate # Tests per Year	Price per Sample	Total Price per year
35	EPA 1664B	25	\$ 30.00	\$ 750.00
36	EPA 1666	5	\$ 240.00	\$ 1,200.00
37	EPA 6010	35	\$ 6.00	\$ 210.00
38	EPA 6020	5	\$ 6.00	\$ 30.00
39	EPA 7470	80	\$ 15.00	\$ 1,200.00
40	EPA 7471	15	\$ 15.00	\$ 225.00
41	EPA 8011	60	\$ 28.00	\$ 1,680.00
42	EPA 8081	35	\$ 60.00	\$ 2,100.00
43	EPA 8082	25	\$ 55.00	\$ 1,375.00
44	EPA 8141	5	\$ 75.00	\$ 375.00
45	EPA 8151	5	\$ 80.00	\$ 400.00
46	EPA 8260	140	\$ 45.00	\$ 6,300.00
47	EPA 8270	30	\$ 90.00	\$ 2,700.00
48	EPA 9012	5	\$ 25.00	\$ 125.00
49	EPA 9016 (Free Cyanide)	5	\$ 170.00	\$ 850.00
50	EPA 9045	15	\$ 6.00	\$ 90.00
51	EPA 9066	5	\$ 15.00	\$ 75.00
52	SM 2540B	5	\$ 6.00	\$ 30.00
53	SM 2540G	15	\$ 12.00	\$ 180.00
54	SM 4500CNE	5	\$ 25.00	\$ 125.00
55	SM 5540C	10	\$ 22.00	\$ 220.00
56	SM 6630C	5	\$ 80.00	\$ 400.00
57	FL-PRO	5	\$ 38.00	\$ 190.00
58	TKN+NOx Calculation	15	\$ 3.00	\$ 45.00
59	Total Radium Calculation	5	\$ 3.00	\$ 15.00
	<i>UCMR4-Listing:</i>			
60	<i>Total Microcystins</i>	8	\$ 42.00	\$ 336.00
61	<i>Microcystin-LA</i>	8	\$ 255.00	\$ 2,040.00
62	<i>Microcystin-RR</i>	8		included line 61
63	<i>Microcystin-LF</i>	8		included line 61
64	<i>Microcystin-YR</i>	8		included line 61
65	<i>Microcystin-LR</i>	8		included line 61
66	<i>Microcystin-LY</i>	8		included line 61
67	<i>Nodularin</i>	8		included line 61
68	<i>Cylindrospermopsin</i>	8	\$ 255.00	\$ 2,040.00

EXHIBIT C

PAYMENT SCHEDULE

	Test Method	Approximate # Tests per Year	Price per Sample	Total Price per year
69	Anatoxin-a	8		included line 68
70	Germanium	8	\$ 40.00	\$ 320.00
71	Manganese	8	\$ 40.00	\$ 320.00
72	alpha-hexachlorocyclohexane	8	\$ 235.00	\$ 1,880.00
73	Profenofos	8		included line 72
74	Chlorpyrifos	8		included line 72
75	Tebuconazole	8		included line 72
76	Dimethipin	8		included line 72
77	Total Permethrin (cis & trans)	8		included line 72
78	Ethoprop	8		included line 72
79	Tribufos	8		included line 72
80	Ixyfluorfen	8		included line 72
81	HAA5	8	\$ 120.00	\$ 960.00
82	HAA6Br	8		included line 81
83	HAA9	8		included line 81
84	1-Butanol	8	\$ 205.00	\$ 1,640.00
85	2-Propen-1-ol	8		included line 84
86	2-Methoxyethanol	8		included line 84
87	Butylated Hydroxyanisole	8	\$ 220.00	\$ 1,760.00
88	o-Toluidine	8		included line 87
89	Quinoline	8		included line 87
90	Particle Size PSA	20	\$ 135.00	\$ 2,700.00
			GRAND TOTAL:	\$ 100,396.00

Charges for Expedited Work

(Percentage surcharge of contract price per sample per test)

Turn Around Time Requested	Percentage Surcharge
24-Hour Rush	100% Rush Fee
48-Hour Rush	75% Rush Fee
72-Hour Rush	50% Rush Fee

Unspecified Services shall be utilized for tests or charges for expedited work not listed above. See Section 5(B).

In the event an awarded item (test method) is no longer available, or AEL no longer offers the item (test method) during the term of this contract, AEL shall provide an acceptable substitute item (test method) at a mutually acceptable negotiated price. Updates to methods, such as required by EPA's Method Update Rule or other regulations, shall retain the price of the previous test method version, unless just cause can be shown to change the price. AEL shall file a written request with the purchasing department and be granted approval to substitute, in writing, before any substitution may be made.

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT D

PAYMENT/INVOICES

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT D

PAYMENT/INVOICES

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES BID BY ANOTHER
GOVERNMENTAL ENTITY
AMENDMENT 1

WHEREAS, Advanced Environmental Laboratories (AEL), 9610 Princess Palm Avenue, Tampa, FL 33619, a Florida Corporation (Contractor) entered into an agreement dated August 30, 2019, with an Amendment date of June 14, 2024, with Pinellas County (County), a political subdivision of the State of Florida, for Laboratory Testing Services, Contract No. 178-0599-P (agreement), procured pursuant to F. S. §287.057,

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

WHEREAS, the City desires to "piggyback" onto the referenced Agreement between the Contractor and the County for utilization of the same or similar services and the Contractor consents to the aforesaid "piggybacking".

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

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement with Pinellas County to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement with the County until the work is completed.
3. The City and Contractor agree to follow the Amendment which has an expiration date of August 31, 2025.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**

Contractor Legal Representative

Charles Ged 09/16/24
Signature Date

Charles Ged, President

Print Name

WITNESS

Todd Roman 09/16/24
Signature Date

City of Zephyrhills

Kenneth W. Burgess Jr. Date
City Council President

ATTEST

Ricardo Quinones Date
Deputy City Clerk

Matthew Maggard Date
City Attorney

CONSENT ITEMS 2.2

Approval of Task Assignment to Killebrew to construct the Palm Grove Dr. Watermain.

Issue:

Approval of Task Assignment to Killebrew to construct the Palm Grove Dr. Watermain.

Background:

This project will provide for a water line loop in the southern part of the city.
The attached map will show the location.

Attachment(s):

1. Task Order - Palm Grove Dr. Watermain - Killebrew - City of Zephyrhills(31329067.1)
2. Palm Grove
3. Budget for Palm Grove Dr 8in Watermain Extension REV

Fiscal Impact:

Currently budgeted in the FY approved budget is for \$1.1M and the cost is \$588,861.00 which includes a 5% contingency allowance. A savings of \$511,139.00.

Staff Recommendation:

It is the staff's recommendation to the City Council to approve this task order to Killebrew as presented.

PALM GROVE DR. WATERMAIN TASK ORDER

THIS TASK ORDER (“Task Order”) is made as of this ____ day of September, 2023 by and between **CITY OF ZEPHYRHILLS, a Florida municipal corporation** (“City”).**KILLEBREW, INC., a Florida corporation** (“Contractor”), and the

WHEREAS, Contractor and City entered into a Professional Services Agreement for Water & Wastewater Miscellaneous Construction/Maintenance Services dated August 12, 2019 which was Renewed on August 8, 2022 (the “Agreement”);

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged; and subject to the terms and conditions of the Agreement and this Task Order, Contractor and City hereby agree as follows:

1. Definitions. Each capitalized term used herein, but not defined, has the meaning specified in the Agreement unless a clear contrary interpretation otherwise applies.
2. Services To Be Performed by Contractor. Contractor agrees to perform the following Services:
 - a. Provide all materials for and installation of an 8” water main, fittings, restoration and survey work needed for the Palm Grove Dr. Water Main Extension. The 8” Water Main shall be extended along Palm Grove Dr. from proposed connection point at Gall Blvd to termination point at existing water main near Autumn Dr. for approximately 2700 lineal feet.
3. Compensation. CITY agrees to pay fees to Contractor for the Services as follows:
 - a. Five Hundred, Eighty-Eight Thousand, Eight Hundred, Sixty-One and 00/100s (\$588,861.00) Contract No 41-19-30A.
4. Agreement. This Task Order is subject to all of the terms, limitations, conditions and provisions of the Agreement and shall be construed in accordance therewith.

IN WITNESS WHEREOF, each of City and Contractor has caused this Agreement to be executed on its behalf by its respective officer duly authorized to do so, all as of the date specified above in the preamble.

CITY OF ZEPHYRHILLS, FLORIDA

ATTEST:

By: _____
Ricardo Quinones
Acting City Clerk

By: _____
Kenneth M. Burgess, Jr.
City Council President

Approved as to legal form and Content
for reliance upon by the City of Zephyrhills only.

Matthew E. Maggard, City Attorney

Witnesses:

**KILLEBREW, INC., a Florida
corporation**

Signature

By: _____

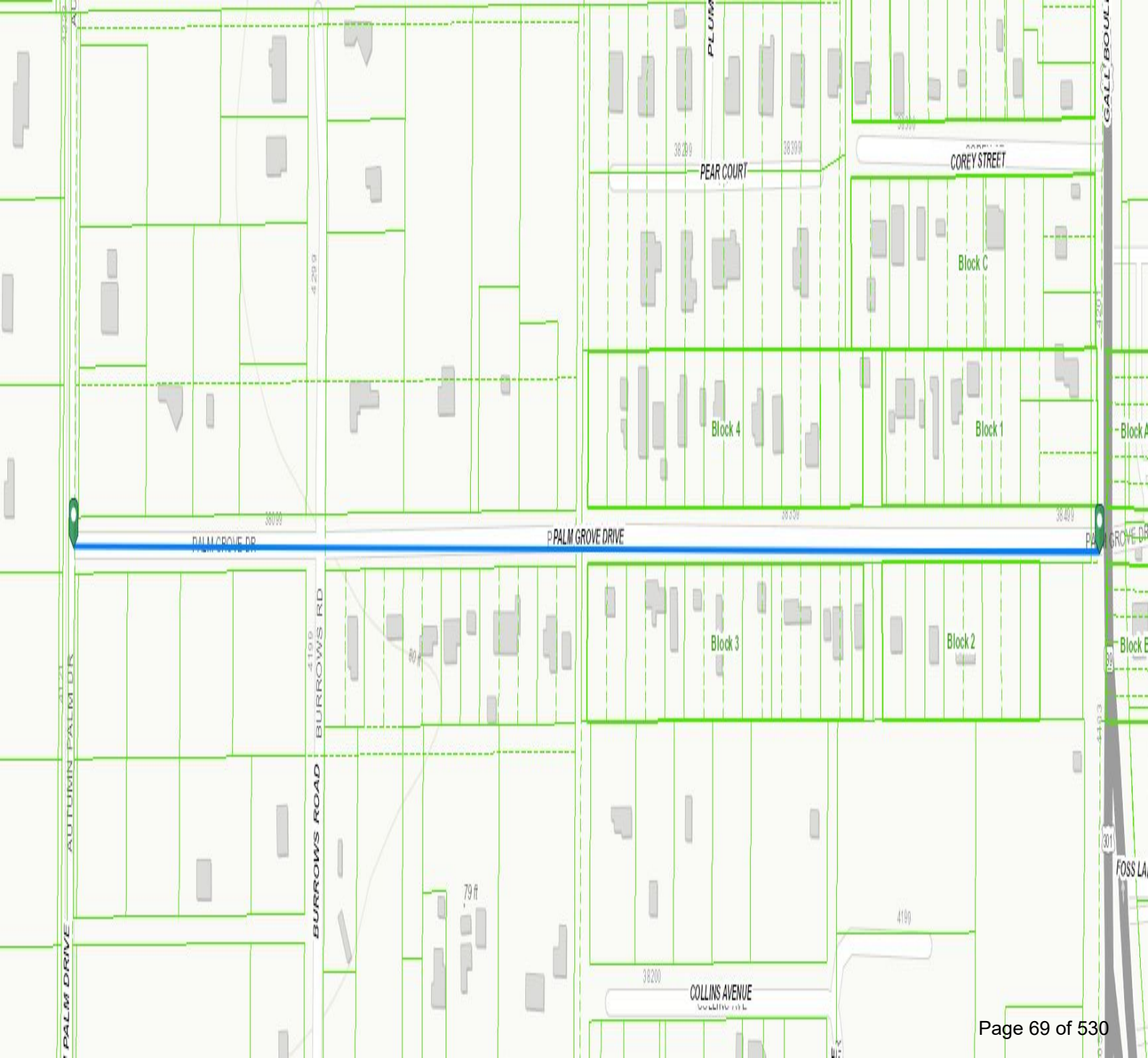
Printed Name: _____

Title: _____

Printed Name

Signature

Printed Name



RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services**BUDGET****PROJECT NAME: Palm Grove Dr 8in Watermain Extension****DATE: September 13, 2024**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
1	Supervisor, Working Hours	100	Hourly	\$80.00	\$8,000.00
2	Supervisor, After Hours		Hourly	\$100.00	\$0.00
3	Foreman, Working Hours	450	Hourly	\$70.00	\$31,500.00
4	Foreman, After Hours		Hourly	\$85.00	\$0.00
5	Helper-Labor Only, Working Hours	900	Hourly	\$38.00	\$34,200.00
6	Helper-Labor Only, After Hours		Hourly	\$45.00	\$0.00
7	Helper with Truck/Trailer, Working Hours		Hourly	\$50.00	\$0.00
8	Helper with Truck/Trailer, After Hours		Hourly	\$60.00	\$0.00
9	Backflow Technician, Working Hours		Hourly	\$55.00	\$0.00
10	Backflow Technician, After Hours		Hourly	\$65.00	\$0.00
11	Operator, Working Hours		Hourly	\$45.00	\$0.00
12	Operator, After Hours		Hourly	\$55.00	\$0.00
13	Mini Excavator with Operator, Set Up Fee		Each	\$400.00	\$0.00
14	Mini Excavator with Operator, Hourly		Hourly	\$200.00	\$0.00
15	Mini Excavator with Operator, Daily		Daily	\$800.00	\$0.00
16	Mini Excavator with Operator, Weekly		Weekly	\$3,600.00	\$0.00
17	Mini Excavator with Operator, Monthly		Monthly	\$12,000.00	\$0.00
18	Back Hoe with Operator, Set Up Fee	1	Each	\$400.00	\$400.00
19	Back Hoe with Operator, Hourly		Hourly	\$500.00	\$0.00
20	Back Hoe with Operator, Daily	45	Daily	\$1,500.00	\$67,500.00

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services**BUDGET****PROJECT NAME: Palm Grove Dr 8in Watermain Extension****DATE: September 13, 2024**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
21	Back Hoe with Operator, Weekly		Weekly	\$4,500.00	\$0.00
22	Back Hoe with Operator, Monthly		Monthly	\$16,000.00	\$0.00
23	Vac Truck - 2 Man Crew, Set Up Fee		Each	\$500.00	\$0.00
24	Vac Truck - 2 Man Crew, Hourly		Hourly	\$400.00	\$0.00
25	Vac Truck - 2 Man Crew, Daily		Daily	\$4,000.00	\$0.00
26	Vac Truck - 2 Man Crew, Weekly		Weekly	\$20,000.00	\$0.00
27	CCTV Camera Trailer with Operator, Set Up Fee		Each	\$500.00	\$0.00
28	CCTV Camera Trailer with Operator, Hourly		Hourly	\$400.00	\$0.00
29	CCTV Camera Trailer with Operator, Daily		Daily	\$4,000.00	\$0.00
30	CCTV Camera Trailer with Operator, Weekly		Weekly	\$20,000.00	\$0.00
31	Tractor with Bucket with Operator, Set Up Fee		Each	\$400.00	\$0.00
32	Tractor with Bucket with Operator, Hourly		Hourly	\$300.00	\$0.00
33	Tractor with Bucket with Operator, Daily	45	Daily	\$900.00	\$40,500.00
34	Tractor with Bucket with Operator, Weekly		Weekly	\$4,000.00	\$0.00
35	Tractor with Bucket with Operator, Monthly		Monthly	\$14,000.00	\$0.00
36	4" Sewage Bypass Pump with Hoses, Set Up Fee		Each	\$1,100.00	\$0.00
37	4" Sewage Bypass Pump with Hoses, Hourly		Hourly	\$100.00	\$0.00
38	4" Sewage Bypass Pump with Hoses, Daily		Daily	\$850.00	\$0.00
39	4" Sewage Bypass Pump with Hoses, Weekly		Weekly	\$2,400.00	\$0.00
40	4" Sewage Bypass Pump with Hoses, Monthly		Monthly	\$9,000.00	\$0.00

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services**BUDGET****PROJECT NAME: Palm Grove Dr 8in Watermain Extension****DATE: September 13, 2024**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
41	Bypass Pump Fuel Additional, Hourly		Hourly	\$20.00	\$0.00
42	Bypass Pump Fuel Additional, Daily		Daily	\$200.00	\$0.00
43	Bypass Pump Fuel Additional, Weekly		Weekly	\$1,000.00	\$0.00
44	Bypass Pump Fuel Additional, Monthly		Monthly	\$3,500.00	\$0.00
45	13000 Watt Generator, Set Up Fee		Each	\$400.00	\$0.00
46	13000 Watt Generator, Hourly		Hourly	\$100.00	\$0.00
47	13000 Watt Generator, Daily		Daily	\$300.00	\$0.00
48	13000 Watt Generator, Weekly		Weekly	\$1,200.00	\$0.00
49	13000 Watt Generator, Monthly		Monthly	\$4,200.00	\$0.00
50	Infiltrator MH Leak Stop Plug Labor, Set Up Fee		Each	\$500.00	\$0.00
51	Infiltrator MH Leak Stop Plug Labor, Hourly		Hourly	\$400.00	\$0.00
52	Infiltrator MH Leak Stop Plug Labor, Daily		Daily	\$4,000.00	\$0.00
53	Portable Concrete Mixer with Crew, Set Up Fee		Each	\$400.00	\$0.00
54	Portable Concrete Mixer with Crew, Hourly		Hourly	\$200.00	\$0.00
55	Portable Concrete Mixer with Crew, Daily		Daily	\$1,600.00	\$0.00
56	Portable Concrete Mixer with Crew, Weekly		Weekly	\$8,000.00	\$0.00
57	Portable Concrete Mixer with Crew, Monthly		Monthly	\$26,000.00	\$0.00
58	Metal Fabrication/Welding Lead Man, Set Up Fee		Each	\$200.00	\$0.00
59	Metal Fabrication/Welding Lead Man, Hourly		Hourly	\$50.00	\$0.00
60	Metal Fabrication/Welding Lead Man, Daily		Daily	\$400.00	\$0.00

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services**BUDGET****PROJECT NAME: Palm Grove Dr 8in Watermain Extension****DATE: September 13, 2024**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
61	Metal Fabrication/Welding Lead Man, Weekly		Weekly	\$2,000.00	\$0.00
62	Metal Fabrication/Welding Lead Man, Monthly		Monthly	\$8,000.00	\$0.00
63	Metal Fabrication/Welder, Set Up Fee		Each	\$200.00	\$0.00
64	Metal Fabrication/Welder, Hourly		Hourly	\$45.00	\$0.00
65	Metal Fabrication/Welder, Daily		Daily	\$350.00	\$0.00
66	Metal Fabrication/Welder, Weekly		Weekly	\$1,800.00	\$0.00
67	Metal Fabrication/Welder, Monthly		Monthly	\$7,200.00	\$0.00
68	Sand Blast Trailer Rig with Crew, Set Up Fee		Each	\$200.00	\$0.00
69	Sand Blast Trailer Rig with Crew, Hourly		Hourly	\$60.00	\$0.00
70	Sand Blast Trailer Rig with Crew, Daily		Daily	\$600.00	\$0.00
71	Sand Blast Trailer Rig with Crew, Weekly		Weekly	\$2,800.00	\$0.00
72	Sand Blast Trailer Rig with Crew, Monthly		Monthly	\$11,200.00	\$0.00
73	Sand Blasting Sand, Hourly		Hourly	\$300.00	\$0.00
74	Sand Blasting Sand, Daily		Daily	\$2,400.00	\$0.00
75	Sand Blasting Sand, Weekly		Weekly	\$12,000.00	\$0.00
76	Sand Blasting Sand, Monthly		Monthly	\$48,000.00	\$0.00
77	Compactor with Operator, Set Up Fee		Each	\$400.00	\$0.00
78	Compactor with Operator, Hourly		Hourly	\$400.00	\$0.00
79	Compactor with Operator, Daily		Daily	\$800.00	\$0.00
80	Compactor with Operator, Weekly		Weekly	\$3,000.00	\$0.00

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services**BUDGET****PROJECT NAME: Palm Grove Dr 8in Watermain Extension****DATE: September 13, 2024**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
81	Compactor with Operator, Monthly		Monthly	\$10,000.00	\$0.00
82	Air Compressor Road Bore, Set Up Fee		Each	\$200.00	\$0.00
83	Air Compressor Road Bore, Hourly		Hourly	\$60.00	\$0.00
84	Air Compressor Road Bore, Daily		Daily	\$500.00	\$0.00
85	Air Compressor Road Bore, Weekly		Weekly	\$2,400.00	\$0.00
86	Air Compressor Road Bore, Monthly		Monthly	\$9,600.00	\$0.00
87	Materials Purchased for Specific Job + 10%	1	LS	\$180,600.00	\$180,600.00
88	Materials from Stock + 10%		LS	\$0.00	\$0.00
89	Subcontract Labor + 10%	1	LS	\$189,329.00	\$189,329.00
	5% Contingency	1	LS	\$28,000.00	\$28,000.00
90	Performance and Payment Bond (1.5% of job cost)	1	LS	\$8,832.00	\$8,832.00
GRAND TOTAL:					\$588,861.00

CONSENT ITEMS 2.3

Approval of Kimley-Horn Work Order NO. 24-148
5th Avenue Preliminary Design Plans

Issue:

Background:

Consultant to prepare a feasibility report and preliminary design for a complete street on 5th Avenue from 10th Street to 20th St. The subject area has previously been surveyed. A task work order is attached with additional details / scope.

Attachment(s):

1. Kimley-Horn Work Order NO. 24-148

Fiscal Impact:

\$105,164 - Funding to come from dollars budgeted for current fiscal year.

Staff Recommendation:

Approval



WORK ORDER NO. 24-148
Pursuant to Continuing Service Contract Engineering Services
Agreement Between
City of Zephyrhills and Kimley-Horn and Associates, Inc.
for Professional Services

This agreement executed this ____ day _____, 2024, is Work Order No. 24-148 to Continuing Services Contract Engineering Services agreement between the City of Zephyrhills (hereinafter referred to as "City" or "Client"), and Kimley-Horn and Associates, Inc., (hereinafter referred to as "Kimley-Horn" or "Consultant"), dated June 11, 2024.

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

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

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

I. General Scope of this Work Order

The Consultant will provide professional and technical services requested by the City for the preparation of the **5th Avenue Feasibility Report and Preliminary Design Plans**. The following tasks are based on direction provided to Kimley-Horn by the City.

II. Project Understanding

1. Consultant will prepare a Feasibility Report and Preliminary Design Plans to determine the cost to construct roadway streetscape and traffic calming improvements along 5th Avenue. The Consultant will evaluate the feasibility of constructing roadway improvements along the corridor based upon prior conceptual plans and typical sections provided to the Consultant for guidance.
2. The 5th Avenue project limits extend 2,100 linear feet from 10th Street to 20th Street. The improvements include proposed roundabouts at the intersections of 16th Street and 20th Street, wider sidewalks, intersection bulb-outs, mid-block pedestrian crossings, and landscape features.
3. The City will provide topographic survey for developing the Preliminary Design Plans.

III. Scope of Work

The following scope of work is summarized as follows:

Pursuant to your request, CONSULTANT has prepared the following Scope of Services and proposes the following tasks to the City of Zephyrhills (the "CITY").

Task 1 – Roadway Analysis

The CONSULTANT will perform engineering activities essential to developing and evaluating Project alternatives. The CONSULTANT will gather and review existing data from the CITY, such as transportation planning data developed for long range plans or any previously completed technical studies within the project area. The CONSULTANT will gather and review the FDOT Plans, the County's Bicycle and Pedestrian Plans, and any Community Plans. The CONSULTANT will collect additional data necessary to supplement existing data. The CONSULTANT will use data to evaluate the Location and Design Concept for this project.

The CONSULTANT shall develop and analyze conceptual design alternatives to address the Project needs and objectives. Development of the conceptual design alternatives will follow Context Sensitive Solution and Complete Streets approaches. Based on engineering analysis, the public involvement process, and environmental analysis, the CITY will approve a proposed design concept to advance to the Design Phase.

Existing Conditions Analysis: The CONSULTANT will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical and environmental constraints, develop and analyze Project alternatives, and assess constructability issues.

Typical Section Analysis: The CONSULTANT will develop conceptual typical sections for the Project evaluation which address transportation needs and context. Development of typical sections will consider Context Sensitive Solutions and Complete Streets approaches and the needs of all project users.

Geometric Design: The CONSULTANT will perform geometric design using the established Project design controls and criteria. The CONSULTANT will establish horizontal alignments of the roadway and trail. The design of Project alternatives will consider environmental constraints, physical constraints, Context Sensitive Solutions, Complete Streets, speed management, and any additional information provided by the CITY.

Roundabout Analysis: The CONSULTANT will develop a 2D concept plan of the roundabout and meet with CITY staff to review the layout. The concept plan will evaluate the approach and departure alignment alternatives, including the channelization of approach, circulatory, and departure lanes with respect to known project constraints, design vehicles, rights-of-way, local access, pedestrian access, and utility impacts.

1. **Key Sheet.**
2. **General Notes.**
3. **Typical Sections** – Roadway typical section sheets will be prepared to illustrate the recommended roadway improvements.
4. **Drainage Map** – An overall drainage map depicting contributing basin areas, flow directions and existing and proposed collection system will be presented.
5. **Roadway Plan Sheets** – Scale: 1" =40'. Topographic survey provided by CITY shall be used as a basis for plotting the conceptual horizontal design geometry.
6. **Pavement Marking Plan Sheets**
7. **Landscape Plans**

Task 4 –Utility Coordination

The CONSULTANT shall request a Sunshine One Call design ticket, determine the list of Public and Private Utilities within the project area, and identify general locations to assist in determining impacts during the preliminary design and engineering study.

Task 5 – Permitting Assessment

The CONSULTANT will review regulatory requirements and identify a permit strategy for proposed design. The CONSULTANT will set up and attend pre-application meeting with the Southwest Florida Water Management District office. Meeting minutes will be prepared to document the outcome of the meeting.

Task 6 – Construction Cost Estimate

The CONSULTANT will prepare a design and construction cost estimate based upon the Preliminary Design Plans.

Task 7 – Engineering Analysis Document/Report

The CONSULTANT will prepare a Preliminary Engineering Report to present the results of the analysis and the concept plans.

The CONSULTANT will include sufficient back up information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be neatly and logically presented.

Task 2 – Drainage Analysis

The CONSULTANT will perform Drainage analysis in accordance with CITY standards and FDOT Drainage Manual and FDOT Drainage Design Guide criteria. The CONSULTANT will incorporate/consider other related report findings into the Drainage Analysis. The intent of the analysis is to utilize as much as possible the City's existing stormwater facilities and right of ways such as side street areas and incorporating LID elements to avoid the need for offsite acquisition for stormwater management.

Data Collection: Kimley-Horn will gather floodplain data from FEMA Flood Insurance Rate Maps, and other drainage related data needed to obtain permits from relevant sources including local government, local agencies, and regulatory agencies, for inclusion as supporting documentation in the draft Preliminary Engineering Report (PER).

Drainage Analysis: Kimley-Horn will review existing plans to determine current drainage patterns and systems. The proposed concept plan will modify existing structures as practical and require minimal drainage modifications. Kimley-Horn will perform drainage analysis by delineating the basin boundaries by using LiDAR information, existing survey data, and field observations. Two site visits are included. The conceptual drainage system design will include spread analysis to determine the proposed inlet spacing. The conceptual storm sewer and ditch/swale conveyance systems will be included on the Conceptual Plans in sufficient detail to develop a preliminary construction estimate for the proposed build alternative.

Floodplain Compensation Analysis: Kimley-Horn will document base floodplain elevations in the PER. Floodplain involvement is not anticipated for this project.

Stormwater Management Analysis: The initial concepts do not propose adding travel lanes/capacity to the project roadways; therefore, the addition of stormwater management facilities is not anticipated. The incorporation of infiltration and bio swales will be evaluated for feasibility and included in the PER.

Drainage Design: Kimley-Horn will develop working drainage maps to be included in the conceptual plans and PER. Basin delineations shall also include any existing collection systems within the project limits in a logical manner to aid in the development of a conceptual stormwater system design. Kimley-Horn will prepare a conceptual drainage design for the build alternative to be included in the conceptual plans. The required services include the establishment of locations for outfalls and for a conceptual design of stormwater treatment and attenuation in infiltration/bio swales, if required. The project locations are not located within the City of Zephyr Hills Drainage Basins of Special Concern therefore the conceptual treatment and attenuation requirements will comply with rules of the Southwest Florida Water Management District.

Task 3 –Preliminary Design Plans

The CONSULTANT will prepare concept design plans on 11"x17" sheets depicting the proposed roadway improvements. The concept plans will consist of the following sheets:

V. Compensation

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

Task No.	Description	Lump Sum Labor
1	Roadway Analysis	\$27,940.00
2	Drainage Analysis	\$18,835.00
3	Preliminary Design Plans	\$26,457.00
4	Utility Coordination	\$3,290.00
5	Permitting	\$1,410.00
6	Construction Cost Estimate	\$5,465.00
7	Engineering Analysis Document/Report	\$12,412.00
8	Public Meeting Presentation (Optional)	\$4,494.00
9	General Project Administration	\$10,206.00
	Work Order Total Fee	\$110,509.00

VI. Schedule

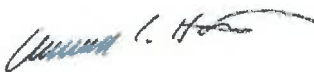
Kimley-Horn will provide services as expeditiously as possible to meet a mutually agreed upon schedule.

VII. Other Provisions

All provisions contained in the Continuing Service Contract Engineering Services Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By: 

By: _____

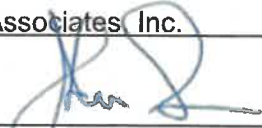
Print Name: Christopher Hatton, P.E.

Print Name: William Poe

Title: Principal

Title: City Manager

Kimley-Horn and Associates, Inc.

Witness: 
Project Manager/Principal

Attest: _____
City Clerk

Task 8 – Public Meeting Presentation (Optional)

The CONSULTANT will prepare for and attend one (1) public/City Council meeting to present the results of the preliminary engineering report.

The CONSULTANT will prepare PowerPoint slides to be used for presenting at the public meeting.

Task 9 - General Project Administration

The Consultant will maintain project records for the City and communicate throughout the duration of the project. Project coordination activities will be undertaken throughout the project that will include the following:

1. *Project Setup*: The CONSULTANT will establish project files, project work plan, initiating accounting system.
2. *Kick-off Meeting*: The CONSULTANT will participate in a kick-off meeting with the CITY FDOT and the project team.
3. *Progress Meetings*: The CONSULTANT will meet with the CITY to review the progress of work, to conduct project reviews and to coordinate with utility companies. Three (3) virtual meetings are budgeted for this project.
4. *Progress Reports and Invoices*: The CONSULTANT will prepare a monthly progress report to be included with the monthly invoice.
5. *Project Coordination Meetings*: The CONSULTANT will attend one (1) coordination meeting with stakeholders.
6. *Project Schedule*: The CONSULTANT will provide a project schedule following the Notice to Proceed and maintain the schedule for the duration of the project.
7. *Deliverables*: The CONSULTANT will prepare and submit a draft Feasibility Report and Preliminary Design Plans for CITY review. Upon review by the CITY, the CONSULTANT will respond to the review comments and submit the final report and Concept Plans to the CITY. The submittals will be provided in electronic and paper format.

IV. Additional Services

Any services not included in the scope of work, such as the coordination of the public involvement tasks, can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed upon prior to their performance.

CONSENT ITEMS 2.4

Approval of Kimley-Horn Work Order NO. 24-152

Dairy Road Extension Drainage

Issue:

Background:

The City is interested in continuing Dairy Rd north of Kossik Rd to tie into the rear of developments planned along the east side of 301. The continuation of Dairy Rd (reverse frontage rd) will help in providing a grid and allow residents the opportunity to get to Zephyr Commons with not having to get onto 301. The scope will include designing the roadway alignment / drainage. A task work order is attached with additional details / scope.

Attachment(s):

1. Kimley-Horn Work Order NO. 24-152

Fiscal Impact:

\$40,567 - Funding to come from dollars budgeted for current fiscal year.

Staff Recommendation:

Approval



WORK ORDER NO. 24-152
Pursuant to Continuing Service Contract Engineering Services
Agreement Between
City of Zephyrhills and Kimley-Horn and Associates, Inc.
for Professional Services

This agreement executed this ____ day _____, 2024, is Work Order No. 24-152 to Continuing Services Contract Engineering Services agreement between the City of Zephyrhills (hereinafter referred to as "City" or "Client"), and Kimley-Horn and Associates, Inc., (hereinafter referred to as "Kimley-Horn" or "Consultant"), dated June 11, 2024.

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

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

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

I. General Scope of this Work Order

The Consultant will provide professional and technical services requested by the City for the preparation of the **Dairy Road Extension Drainage Feasibility Report and Conceptual Design Plans**. The following tasks are based on direction provided to Kimley-Horn by the City.

II. Project Understanding

The City desires to construct the roadway extension of Dairy Road from Kossik Road to north terminus of Zephyr Lakes development (approximately 3,800 LF). The current understanding is that the stormwater runoff volumes anticipated from the has not been included within the adjacent Zephyr Lakes stormwater management facilities. The project area is located within the area mapped as a Drainage Basin of Special Concern and appears it will be required to meet closed basin criteria. The purpose of this feasibility study is to determine the stormwater management needs required for this project, and to evaluate alternative locations to provide stormwater management ponds required to meet both the criteria of the City of Zephyr Hills Drainage Basins of Special Concern and for the Southwest Florida Water Management (SWFWMD) permitting requirements. Design Services will be determined based on the findings of the feasibility analysis.

III. Scope of Work

The following scope of work is summarized as follows:

Pursuant to your request, CONSULTANT has prepared the following Scope of Services and proposes the following tasks to the City of Zephyrhills (the "CITY").

Task 1 - General Project Administration

The Consultant will maintain project records for the City and communicate throughout the duration of the project. Project coordination activities will be undertaken throughout the project that will include the following:

1. *Project Setup*: The CONSULTANT will establish project files, project work plan, initiating accounting system.
2. *Kick-off Meeting*: The CONSULTANT will participate in a kick-off meeting with the CITY and the project team.
3. *Progress Meetings*: The CONSULTANT will meet with the CITY to review the progress of work. Two (2) virtual meetings are budgeted for this project.
4. *Progress Reports and Invoices*: The CONSULTANT will prepare a monthly progress report to be included with the monthly invoice.
5. *Project Coordination Meetings*: The CONSULTANT will attend one (1) coordination meeting with City and stakeholders.
6. *Project Schedule*: The CONSULTANT will provide a project schedule following the Notice to Proceed and maintain the schedule for the duration of the project.
7. *Deliverables*: The CONSULTANT will prepare and submit a draft Feasibility Study and Concept Plans for CITY review. Upon review by the CITY, the CONSULTANT will respond to the review comments and submit the final report and Concept Plans to the CITY. The submittals will be provided in electronic and paper format.

Task 2 – Roadway Analysis

The CONSULTANT will perform engineering activities to evaluate and develop the roadway alignment and typical section. The CONSULTANT will gather and review existing data from the CITY, including surveys, and current and proposed site plans. The CONSULTANT will review existing site conditions.

The CONSULTANT shall develop and analyze conceptual design alternatives to address the Project needs and objectives.

Existing Conditions Analysis: The CONSULTANT will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical and environmental constraints, develop and analyze Project alternatives, and assess constructability issues.

Typical Section Analysis: The CONSULTANT will develop conceptual typical sections for the Project evaluation which address transportation needs and context.

Geometric Design: The CONSULTANT will perform geometric design using the established Project design controls and criteria. The CONSULTANT will establish horizontal alignments of the roadway. The design of Project alternative will consider environmental constraints, physical constraints, and any additional information provided by the CITY.

Task 3 – Drainage Analysis and Feasibility Report

- A. Document the stormwater management requirements for the project.
 - i. Document the stormwater management requirements for Drainage Basin of Special Concern.
 - ii. Document the closed basin permitting requirements for SWFWMD.
 - iii. Document the storm conveyance design criteria.
 - iv. Document onsite and offsite runoff flow patterns.
- B. Evaluate Zephyr Lakes permit documentation.
 - i. Determine if there is available capacity within the lakes or rule out as an option.
 - ii. Determine design highwater elevations within the adjacent lakes to assist with establishing the base clearance and design profile for the roadway pavement for Dairy Road.
- C. Evaluate the future development plans for the vacant land to the west of the proposed Dairy Road right of way.
 - i. Determine if and where there are options for joint-use stormwater management facilities.
 - ii. Identify offsite right of way alternatives to solely serve the stormwater management needs for Dairy Road.
- D. Evaluate the option for providing the stormwater management within the Dairy Road right of way utilizing linear swales.
- E. Provide a Drainage Feasibility Analysis Report documenting the findings of the analysis from parts A thru D above.
 - i. Include conceptual storm sewer routing layout.
 - ii. Include conceptual pond sizing requirements.
 - iii. Include estimated costs for each alternative.
 - iv. Submit a draft report to the City and Schedule one meeting to discuss the alternatives evaluated.
 - v. Update the report to identify the preferred alternative to proceed with for the design phase of the Dairy Road Extension project.

Task 4 –Concept Plans

The CONSULTANT will prepare concept design plans on 11"x17" sheets depicting the

proposed roadway improvements. The concept plans will consist of the following sheets:

1. **Key Sheet.**
2. **Typical Sections** – Roadway typical section sheets will be prepared to illustrate the recommended roadway improvements.
3. **Roadway Plan Sheets** – Scale: 1" =40'. Topographic survey provided by CITY shall be used as a basis for plotting the conceptual horizontal design geometry.
4. **Pavement Marking Plan Sheets**

IV. Additional Services

Any services not included in the scope of work, such as the coordination of the public involvement tasks, can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed upon prior to their performance.

V. Compensation

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

Task No.	Description	Lump Sum Labor
1	General Project Administration	\$5,692.00
2	Roadway Analysis	\$9,550.00
3	Drainage Analysis and Feasibility Report	\$15,755.00
4	Concept Plans	\$9,570.00
	Work Order Total Fee	\$40,567.00

VI. Schedule

The Consultant will begin these services within a week of receiving Notice to Proceed from the City and complete the project milestones per the following schedule:

<u>Milestone</u>	<u>Due Date After Notice to Proceed (Total Days)</u>
Draft Feasibility/Concept Plan	40 Calendar Days
City Review Meeting	45 Calendar Days
City Review	50 Calendar Days
Final Submittal Report/Concept Plan	70 Calendar Days

This Work Order will expire on September 30th, 2025.

VII. Other Provisions

All provisions contained in the Continuing Service Contract Engineering Services Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By: 

By: _____

Print Name: Christopher Hatton

Print Name: _____

Title: Principal

Title: City Manager

Kimley-Horn and Associates, Inc.

Witness: 
Project Manager/Principal

Attest: _____
City Clerk

CONSENT ITEMS 2.5

Approval of Kimley-Horn Work Order NO. 24-157
US 301 & Pretty Pond Rd Intersection Improvements

Issue:

Background:

Consultant to design turn lane improvements (second dual-west bound left-turn lane) at the east leg of Pretty Pond Rd. A task work order is attached with additional details / scope.

Attachment(s):

1. Work Order 24-157 US 301 at Pretty Pond Design_Signed

Fiscal Impact:

\$169,787 Funding to come from dollars budgeted for current fiscal year

Staff Recommendation:

WORK ORDER NO. 24-157
Pursuant to Continuing Service Contract Engineering Services
Agreement Between
City of Zephyrhills and Kimley-Horn and Associates, Inc.
for Professional Services

This agreement, executed this ____ day _____, 2024, is Work Order No. 24-157 to Continuing Services Contract Engineering Services agreement between the City of Zephyrhills (hereinafter referred to as "City" or "Client"), and Kimley-Horn and Associates, Inc., (hereinafter referred to as "Kimley-Horn" or "Consultant"), dated June 11, 2024.

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

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

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

I. General Scope of this Work Order

The Consultant will provide professional and technical services requested by the City. The following tasks are based on direction provided to Kimley-Horn by the City during a field review meeting on July 17, 2024, for **US 301 & Pretty Pond Road Intersection Improvements**.

II. Project Understanding

1. The City of Zephyrhills has requested design services for roadway and intersection improvements at US 301 & Pretty Pond Road intersection to construct a second, dual westbound left-turn lane along the east leg of Pretty Pond Road. Total length of the turn lane improvements/widening including taper and transition is assumed to be 600 feet.
2. It is estimated that four (4) new or existing storm drains will need to be designed to accommodate for the roadway improvements/widening.
3. Since the proposed improvements encroach within FDOT roadway jurisdiction, FDOT permitting will be required.
4. Traffic signal modifications will be necessary to accommodate for the additional turn lane improvements.
5. Quality Level A Subsurface Utility Engineering (Locating): Provide a horizontal/vertical location of underground utilities at up to sixteen (16) locations as determined by the Engineer.

6. Geotechnical – Perform seven (7) augur borings and no pavement cores. Pavement section to match as-builts.

III. Scope of Work

The following scope of work is summarized as follows:

Pursuant to your request, CONSULTANT has prepared the following Scope of Services and proposes the following tasks to the City of Zephyrhills (the “CITY”).

Task 1 – Roadway Analysis

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Horizontal/Vertical Master Design Files: The CONSULTANT will design the geometrics using the Florida Greenbook, CITY and FDOT design standards that give proper consideration to the adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, and scope of work. The Florida Greenbook Standards (2018) will be followed.

Plan and Profile: The CONSULTANT will develop 60% and 100% design and plans. The horizontal alignment or plan portion will include as a minimum: mainline baseline and or centerline of construction with the proposed sidewalks, existing topography, existing and proposed right-of-way limits; begin and end transitions, begin and end project limits, and geometric parameters. Existing ground line will be shown as a reference in the profile portion. The profile stationing will depict formats with beginning and ending stations with intermediate tick marks matched with the plan portion along the alignment, or as close as possible in curved alignments. Cross drain(s) and or Design High Water(s) will be shown in the profile portion as well.

Cross Section Design Files: The CONSULTANT will establish and develop cross sections design files in accordance with the FDOT Design manual. Assume sections every 100 ft. intervals.

Traffic Control Analysis: The CONSULTANT will design a Traffic Control Plan to move vehicular and pedestrian traffic during construction. The design will include construction phasing of roadway ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations.

Design Documentation: The CONSULTANT will develop project specific design criteria which will be used to document design control elements for the preparation of the design plans.

Engineer's Estimate & Quantities: The CONSULTANT will prepare an estimate of probable construction costs for the design. The CONSULTANT will utilize existing cost data available from the CITY and/or FDOT Construction Contract History as applicable.

The CONSULTANT will prepare bid quantities that include bid items, which comprise the project design. Bid items will include reference to applicable CITY Measurement and Payment items. Bid proposal sheets to be included in the contract documents will be prepared by the CITY based on the CONSULTANT'S quantities.

Preliminary bid quantities will be submitted with the 60% design review submittals. Final bid quantities will be submitted with the 100% design review submittal. Preliminary opinion of probable construction costs will be submitted with the 60% design review submittal. Final construction costs opinion based on the final bid quantities will be submitted with the 100% design review submittal. Construction costs are to be based on the most current costs obtained from the FDOT Construction Contract History and as confirmed by the CITY.

Roadway Field Reviews: The CONSULTANT will conduct one (1) field review of the corridor after the NTP, one (1) site review prior to the 60% plans submittal and will conduct one (1) additional site review prior to 100% plans submittal.

Quality Assurance/Quality Control: It is the CONSULTANT'S responsibility to independently and continually QA/QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

Task 2 – Drainage Analysis

Data Collection: The CONSULTANT will review existing plans to determine current drainage patterns and systems. The proposed construction will modify existing structures as practical and require minimal modifications of existing storm sewer, as needed to accommodate the proposed improvements.

Drainage Design: The drainage design will have the following features: consistent with requirements of FDOT, SWFWMD, USACOE, CITY and any other regulatory agencies which have jurisdiction over the project; additionally is consistent with requirements of the CITY Stormwater related criteria in the CITY's code of ordinance; utilizes existing facilities where possible; and is consistent with work being performed by other municipalities, regulatory agencies and private developments in the area. The CONSULTANT will be responsible for determining and coordinating with projects or work being performed or permitted in the area.

The CONSULTANT will conduct one (1) drainage field review and attend one (1) Technical meeting review with the CITY regarding drainage. Additional meetings may be required to coordinate with other agencies that have interest in the project or jurisdiction over any part of the project area.

The intent of the drainage design is to adjust/modify the existing drainage system where it is impacted by the placement of the widening. The CONSULTANT will review existing stormwater models and project information provided by the CITY or obtained from other jurisdictions and perform its own independent review of the existing information to develop drainage improvements and associated retrofits. It is anticipated that proposed storm sewer systems may

be required, but limited as follows: preference will be given to providing drainage systems to accommodate widening and curb and gutter if proposed, improving the existing drainage system by providing inlets and short segments of storm sewer pipes to meet spread criteria, minor modifications to ditches, and/or connection to the existing storm sewer systems. Provision of any volumetric stormwater storage required to meet Basins of Special Concern will be provided within the existing right of way with first preference being to provide the storage volume in swales, and if not practical, alternatives for underground storage will be provided for consideration. The storm water conveyance capacity of the existing facilities is not anticipated to be reduced.

Included in the drainage analysis is the preparation of working drainage maps (not to be included in the plans) to identify the drainage subareas within the project limits for use in sizing any new inlets and storm sewer pipes required. Exhibits demonstrating the additional impervious areas being added may also be required for the drainage documentation required for permitting.

To address Basins of Special Concern volumetric requirements, an alternatives technical memorandum will be provided for coordination with the CITY and design concurrence obtained prior to proceeding with the provision of additional stormwater volume storage required resulting from the increase in impervious areas from the proposed project area. The existing conditions and proposed design with calculations will be included in a drainage report. The drainage report will be submitted to the CITY and any other jurisdictional agencies for the purpose of review and approval, and if applicable, for obtaining permitting exemptions/exceptions as the work is expected to meet the agency criteria accordingly.

Task 3 – Roadway Plans

The CONSULTANT will prepare roadway design plans on 11"x17" sheets depicting the needed roadway improvements. The roadway improvement design plans will consist of the following sheets:

1. **Key Sheet**
2. **General Notes**
3. **Typical Sections** – Roadway typical section sheets will be prepared to illustrate the recommended roadway improvements.
4. **Drainage Map** – An overall drainage map depicting contributing basin areas, flow directions and existing and proposed collection system will be presented.
5. **Roadway Plan / Profile Sheets** – The plan / profile sheets will detail geometric design requirements, pavement resurfacing, pavement widening, turn lane additions, turnouts for intersecting streets/driveways, sidewalk, re-alignment in areas of pavement widening, drainage structure modifications, and erosion control measures.
6. **Intersection Details** – Where needed, the detailed grading improvements to intersections

will be provided.

7. **Driveway Details** – Where necessary, the driveway details sheets will include information depicting the limits of driveway reconstruction, grading information and cross drain information for accommodation of existing residential and commercial driveway connections.
8. **Drainage Structure Sections and Tabulation** – Construction plan sheets providing a tabular listing of drainage structure ID's, FDOT Index references, pipe inverts and pavement elevations and drainage structure sections for each drainage structure proposed for the project.
9. **Cross Sections** – Roadway cross sections will be developed at 100-foot intervals.
10. **Miscellaneous Detail sheets**
11. **Traffic Control Plan** - The CONSULTANT will provide a brief narrative of the traffic control requirements and the general conditions that the contractor must follow in preparing their own traffic control plan.
12. **Erosion Control / SWPPP Plans** – Erosion control plans will be prepared depicting site specific erosion control measures, as well as general notes, details and specifications for additional erosion control measures that may be needed depending on site conditions. It is assumed that these plans will constitute the Storm Water Pollution Prevention Plan (SWPPP) that the contractor will utilize during construction.
13. **Utility Adjustment Plans** – Based on information provided by the various wire utility providers in the corridor, proposed utility adjustments will be detailed in plan view on these sheets.
14. **Quantities** – Develop quantities consistent with CITY preferences and prepare an Opinion of Probable Costs (OPC). The OPC will be submitted with the 60% and 100% plans.

Note: The CONSULTANT does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the CITY wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. CONSULTANT's services required to bring costs within any limitation established by the CITY will be paid for as Additional Services.

15. **Submittals** – The CONSULTANT will submit electronically digital files of the roadway plans at 60% and 100% completion stage to the CITY. In addition, The ENGINEER will

submit digital copies of the roadway plans at 60% to affected utility companies. Interim plan submittals will provide information generally consistent with the FDOT Design Manual Checklist for interim submittals. An electronic copy will be provided at the Final plan submittal.

Task 4 – Utility Coordination

The CONSULTANT will be coordinating its design work with public and private Utility Agencies/Organizations having existing and/or planned facilities within the limits of the project.

The CONSULTANT will provide the UAO's project plans and/or CAD files at the 60% and 100% complete design phases, as drafted by the CONSULTANT. During the 60% complete design phase, the UAO's will be instructed to return a set of plans to the CONSULTANT showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed. The CONSULTANT's utility coordination responsibilities will continue throughout the design process to assist with resolving potential utility conflicts.

Review and Acceptance – The CONSULTANT will be responsible for making necessary reviews and acceptance of utility related materials.

Task 5 - Permitting

The CONSULTANT will prepare permit applications, technical data and supporting documentation for permits to be submitted. The CONSULTANT will attempt to acquire the applicable state and federal permits for the proposed project including Southwest Florida Water Management ERP and FDOT Right-of-way permits. Upon completion of the 60% design phase, the CONSULTANT will contact the CITY to schedule pre-application meetings with applicable permitting agencies to identify specific permitting requirements for the project. The CONSULTANT will attend pre-application meetings with CITY staff. The CONSULTANT will provide written minutes of each meeting for CITY approval prior to distribution to attendees.

The CONSULTANT will visit the project site with respective regulatory agencies, as necessary, to determine the applicability of permits.

The CONSULTANT will prepare application forms, narratives, calculations, exhibits, permit drawings, etc. necessary for permit application submittals. The CONSULTANT will submit the completed draft permit applications to the CITY for review and signature after receiving and incorporating comments from the 60% design QC review, unless agreed upon otherwise by the CITY.

The CONSULTANT will prepare responses to agency requests for additional information (RAI), including completion of design revisions that may be required to secure the required permits, and provide draft response packages to CITY. The CONSULTANT will coordinate with CITY and the regulatory agencies to help to resolve permitting issues.

Task 6 – Signing and Pavement Marking Plans

Signing & Pavement Marking Analysis: The CONSULTANT will analyze and document Signing and Pavement Markings Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Reference and Master Design File – The CONSULTANT will prepare the Signing & Pavement Marking Design file to include necessary design elements and associated reference files.

Quantities – The CONSULTANT will provide quantity take off for the project at 60% Plans, 100% Plans and Final Plans for the signing and pavement marking component of the project.

The plan set will include the following sheets:

1. Notes and tabulation of quantities,
2. Signing and Pavement Marking plans,

Task 7 – Traffic Signal Modification Plans

The plans will be prepared in accordance with the current FHWA Manual on Uniform Traffic Control Devices, Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards, the FDOT Design Manual, and the FDOT Standard Specifications and Supplemental Specifications for Road and Bridge Construction.

The plan set will include the following:

- 1) Tabulation of Quantities Sheet
- 2) General Notes Sheet
- 3) Signal Plan Sheet
- 4) Pole and Mast Arm Schedule

The signalization plan will specify the controller and controller peripherals, phasing and initial timings, cabinet location, electrical service, detector amplifiers, loops and lead-ins, conduit, cabling, pull boxes, vehicular signal displays, and pedestrian displays and detector stations, if appropriate.

Task 8 - Structural Evaluation

The CONSULTANT will conduct a structural analysis of the existing mast arm signal pole to accommodate the proposed signal modifications and prepare Mast Arm Structural Calculations Report for agency review.

Task 9 – Traffic Analysis

The CONSULTANT will review the specific location/intersection improvement as outlined by the CITY during the July 17, 2024, site visit. The traffic analysis included in this task will evaluate the improvement (i.e. geometric modifications and/or traffic control) and provided more detailed information for the ultimate design. For any turn lane recommendations, the total turn lane length will be determined, including the queue length and deceleration distance, using City, Pasco County, or Florida Department of Transportation (FDOT) design standards.

Task 10 – Survey/Subsurface Utility Engineering

The CONSULTANT's subconsultant topographic survey services will be performed within a well-defined area as shown on the subconsultant's attached exhibit. The limits are to extend from right-of-way (R/W) to R/W within the limits depicted in the attached exhibit. All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.. Survey services will include the following mapping of aboveground, visible and accessible infrastructure improvements:

- Set horizontal and vertical control throughout the project corridor for the purpose of collecting the topographic and subsurface utility engineering information.
- The survey will be based on the North American Datum of 1983, 2011 Adjustment (NAD83/2011), West Zone and the North American Vertical Datum of 1988 (NAVD 88).
- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.
- Collect aboveground and visible features and improvements, including surface evidence of utilities and underground utility information as identified by ECHO via subsurface utility engineering efforts.
- Collect all non-invasive trees measuring 4" or greater diameter at chest/breast height.
- Collect accessible gravity utilities including pipe size, material, and inverts within the project limits and include next upstream and downstream manhole and/or storm manhole/inlet. A note will be included on the survey for any structures that are not able to be detailed noting the reason. Fee includes survey of an additional six (6) drainage structures not within the limits of survey.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Elevations will be shown to the nearest tenth of a foot (0.1') on natural ground or soft shots and the nearest one-hundredth (0.01') of a foot on paved or hard surfaces.
- Recover and tie down sufficient monumentation in the field to calculate the existing R/W. The R/W lines will be calculated based on recovered field monumentation and available record instruments (subdivision plats, R/W maps, deeds, etc.) and are to be considered approximate.

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

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

Quality Level A SUE (Locating): Expose utilities via minimally intrusive methods (e.g., use of vacuum excavation) to confirm their characteristics (e.g., type, size, material, direction, configuration). At the completion of each excavation (test hole) record all verifiable utility information, mark the utility location with the most appropriate method (e.g., wooden lathes, "X" mark on concrete, nail and disk on asphalt) and restore the field to as close as possible to its original conditions. The results will be surveyed and incorporated in the topographic survey file.

Deliverables will consist of:

- Digital CAD file in MicroStation or AutoCAD format.
- Test hole data sheets tabulating utility type, size, depth of cover, ground elevation and top of utility elevation.
- Signed and sealed survey in PDF format on 11x17 size sheets.

Task 11 – Geotechnical Services

The CONSULTANT's subconsultant will perform a study to obtain information on the general subsurface conditions at the proposed turn lane locations. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

1. Review soil information from the "Soil Survey of Pasco County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Mobilize personnel and equipment to the site. Coordinate utility clearances through Sunshine One Call.
2. Perform a subsurface exploration program consisting of the following:

Roadway Improvements

- Perform 7-foot auger borings within the proposed roadway widening limits. The auger borings will be performed to determine shallow soil types/suitability and estimate the Seasonal High Groundwater Table (SHGWT).
 - Perform pavement cores to determine the existing pavement section adjacent to the proposed new turn lanes.
3. Obtain a right-of-way use/temporary lane closure permit, as needed.

4. Provide Maintenance of Traffic (MOT) in accordance with the FDOT Standard Plans.
5. Measure and record groundwater levels, where encountered.
6. Asphalt patch pavement core and boring locations completed within the roadway in accordance with FDOT requirements.
7. Visually classify the samples in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Classification System.
8. Conduct laboratory testing on select soil samples to confirm the visual classification and estimate engineering properties.
9. Prepare a geotechnical report signed and sealed by a professional geotechnical engineer that summarizes the course of study pursued, the field data generated, laboratory test results, subsurface conditions encountered and our engineering recommendations in accordance with the scope of services presented herein.

Task 12 – Project General/Meetings

Project coordination activities will be undertaken throughout the project that will include the following:

1. *Project Setup*: The CONSULTANT will establish project files, project work plan, initiating accounting system.
2. *Kick-off Meeting*: The CONSULTANT will participate in a kick-off meeting with the CITY FDOT and the project team.
3. *Progress Meetings*: The CONSULTANT will meet with the CITY to review the progress of work, to conduct project reviews and to coordinate with utility companies. The CONSULTANT will maintain the project schedule and review/update the schedule at each progress meeting. Two (2) progress meetings are budgeted for this project.
4. *Progress Reports and Invoices*: The CONSULTANT will prepare a monthly progress report to be included with the monthly invoice.
5. *Specifications Package Preparation*: The CONSULTANT will assist the CITY in preparation of a complete specifications package. The CONSULTANT will provide all applicable Technical Special Provisions and review of all required CITY and FDOT supplemental specifications for all items and areas of work. The CONSULTANT will utilize the appropriate CITY approved pay item structure.
6. *Project Coordination Meetings*: The CONSULTANT will attend two (2) coordination meetings with stakeholders and impacted property owners.

7. Bid Package and Constructability Review: The CONSULTANT will provide a Peer Review as follows:

1. Perform a constructability review as part of the 60% and 100% Plans review. This process will include providing decisions and directions and documentation of decisions, assumptions and recommendations.
2. Perform a bid package review as part of the 100% Plans review. This process will include providing decisions and directions and documentation of decisions, assumptions and recommendations.

IV. Additional Services

Any services not included in the scope of work, such as design of public utility relocations or the coordination of the public involvement tasks, can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed upon prior to their performance.

V. Compensation

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

Task No.	Description	Lump Sum Labor
1	Roadway Analysis	\$25,917
2	Drainage Analysis	\$25,437
3	Roadway Plans	\$24,507
4	Utility Coordination	\$5,575
5	Permitting	\$10,900
6	Signing and Pavement Marking Plans	\$7,542
7	Traffic Signal Modification Plans	\$10,778
8	Structural Evaluation	\$2,143
9	Traffic Analysis	\$5,000
10	Survey/ Subsurface Utility Engineering	\$34,757
11	Geotechnical Services	\$5,126
12	Project General/Meetings	\$12,105
	Total Fee	\$169,787

VI. Schedule

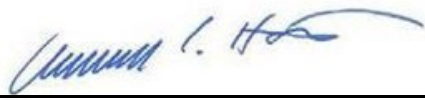
Kimley-Horn will provide services as expeditiously as possible to meet a mutually agreed upon schedule.

VII. Other Provisions

All provisions contained in the Continuing Service Contract Engineering Services Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By: 

By: _____

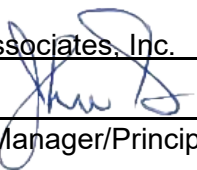
Print Name: Christopher Hatton, P.E.

Print Name: William Poe

Title: Principal

Title: City Manager

Kimley-Horn and Associates, Inc.

Witness: 
Project Manager/Principal

Attest: _____
City Clerk

CONSENT ITEMS 2.6

Approval of Kimley-Horn Work Order NO. 24-158

Daughtery Rd & Green Slope Dr Intersection Improvements

Issue:

Background:

Consultant will prepare design services for the intersection of Daughtery Rd & Greenslope Drive intersection to include southbound right-turn lane. A task work order is attached with additional details / scope.

Attachment(s):

1. Work Order 24-158 Daughtery_Green Slope Design_Signed

Fiscal Impact:

\$104,155 - Funding to come from dollars budgeted for current fiscal year.

Staff Recommendation:

Approval

WORK ORDER NO. 24-158
Pursuant to Continuing Service Contract Engineering Services
Agreement Between
City of Zephyrhills and Kimley-Horn and Associates, Inc.
for Professional Services

This agreement, executed this ____ day _____, 2024, is Work Order No. 24-158 to Continuing Services Contract Engineering Services agreement between the City of Zephyrhills (hereinafter referred to as "City" or "Client"), and Kimley-Horn and Associates, Inc., (hereinafter referred to as "Kimley-Horn" or "Consultant"), dated June 11, 2024.

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

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

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

I. General Scope of this Work Order

The Consultant will provide professional and technical services requested by the City. The following tasks are based on direction provided to Kimley-Horn by the City during a field review meeting on July 17, 2024 for **Daughtery Road & Green Slope Drive Intersection Improvements**.

II. Project Understanding

1. The City of Zephyrhills has requested design services for roadway and intersection improvements at Daughtery Road & Green Slope Drive intersection to construct a southbound right-turn lane along the north leg of Green Slope Drive. Total length of the turn lane improvements/widening including taper and transition is assumed to be 200 feet.
2. It is estimated that three (3) new or existing storm drains will need to be designed to accommodate for the roadway improvements/widening.
3. Quality Level A Subsurface Utility Engineering (Locating): Provide a horizontal/vertical location of underground utilities at up to eight (8) locations as determined by the Engineer.
4. Geotechnical – Perform three (3) augur borings and one (1) pavement core.

III. Scope of Work

The following scope of work is summarized as follows:

Pursuant to your request, CONSULTANT has prepared the following Scope of Services and proposes the following tasks to the City of Zephyrhills (the "CITY").

Task 1 – Roadway Analysis

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Horizontal/Vertical Master Design Files: The CONSULTANT will design the geometrics using the Florida Greenbook, CITY and FDOT design standards that give proper consideration to the adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, and scope of work. The Florida Greenbook Standards (2018) will be followed.

Plan and Profile: The CONSULTANT will develop 60% and 100% design and plans. The horizontal alignment or plan portion will include as a minimum: mainline baseline and or centerline of construction with the proposed sidewalks, existing topography, existing and proposed right-of-way limits; begin and end transitions, begin and end project limits, and geometric parameters. Existing ground line will be shown as a reference in the profile portion. The profile stationing will depict formats with beginning and ending stations with intermediate tick marks matched with the plan portion along the alignment, or as close as possible in curved alignments. Cross drain(s) and or Design High Water(s) will be shown in the profile portion as well.

Cross Section Design Files: The CONSULTANT will establish and develop cross sections design files in accordance with the FDOT Design manual. Assume sections every 100 ft. intervals.

Traffic Control Analysis: The CONSULTANT will design a Traffic Control Plan to move vehicular and pedestrian traffic during construction. The design will include construction phasing of roadway ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations.

Design Documentation: The CONSULTANT will develop project specific design criteria which will be used to document design control elements for the preparation of the design plans.

Engineer's Estimate & Quantities: The CONSULTANT will prepare an estimate of probable construction costs for the design. The CONSULTANT will utilize existing cost data available from the CITY and/or FDOT Construction Contract History as applicable.

The CONSULTANT will prepare bid quantities that include bid items, which comprise the project design. Bid items will include reference to applicable CITY Measurement and Payment items. Bid proposal sheets to be included in the contract documents will be prepared by the CITY based on the CONSULTANT'S quantities.

Preliminary bid quantities will be submitted with the 60% design review submittals. Final bid quantities will be submitted with the 100% design review submittal. Preliminary opinion of probable construction costs will be submitted with the 60% design review submittal. Final construction costs opinion based on the final bid quantities will be submitted with the 100% design review submittal. Construction costs are to be based on the most current costs obtained from the FDOT Construction Contract History and as confirmed by the CITY.

Roadway Field Reviews: The CONSULTANT will conduct one (1) field review of the corridor after the NTP, one (1) site review prior to the 60% plans submittal and will conduct one (1) additional site review prior to 100% plans submittal.

Quality Assurance/Quality Control: It is the CONSULTANT'S responsibility to independently and continually QA/QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

Task 2 – Drainage Analysis

Data Collection: The CONSULTANT will review existing plans to determine current drainage patterns and systems. The proposed construction will modify existing structures as practical and require minimal modifications of existing storm sewer, as needed to accommodate the proposed improvements.

Drainage Design: The drainage design will have the following features: consistent with requirements of FDOT, SWFWMD, USACOE, CITY and any other regulatory agencies which have jurisdiction over the project; additionally is consistent with requirements of the CITY Stormwater related criteria in the CITY's code of ordinance; utilizes existing facilities where possible; and is consistent with work being performed by other municipalities, regulatory agencies and private developments in the area. The CONSULTANT will be responsible for determining and coordinating with projects or work being performed or permitted in the area.

The CONSULTANT will conduct one (1) drainage field review and attend one (1) Technical meeting review with the CITY regarding drainage. Additional meetings may be required to coordinate with other agencies that have interest in the project or jurisdiction over any part of the project area.

The intent of the drainage design is to adjust/modify the existing drainage system where it is impacted by the placement of the widening. The CONSULTANT will review existing stormwater models and project information provided by the CITY or obtained from other jurisdictions and perform its own independent review of the existing information to develop drainage improvements and associated retrofits. It is anticipated that proposed storm sewer systems may be required, but limited as follows: preference will be given to providing drainage systems to accommodate widening and curb and gutter if proposed, improving the existing drainage system by providing inlets and short segments of storm sewer pipes to meet spread criteria, minor modifications to ditches, and/or connection to the existing storm sewer systems. Provision of any volumetric stormwater storage required to meet Basins of Special Concern will be provided within the existing right of way with first preference being to provide the storage volume in swales,

and if not practical, alternatives for underground storage will be provided for consideration. The storm water conveyance capacity of the existing facilities is not anticipated to be reduced.

Included in the drainage analysis is the preparation of working drainage maps (not to be included in the plans) to identify the drainage subareas within the project limits for use in sizing any new inlets and storm sewer pipes required. Exhibits demonstrating the additional impervious areas being added may also be required for the drainage documentation required for permitting.

To address Basins of Special Concern volumetric requirements, an alternatives technical memorandum will be provided for coordination with the CITY and design concurrence obtained prior to proceeding with the provision of additional stormwater volume storage required resulting from the increase in impervious areas from the proposed project area. The existing conditions and proposed design with calculations will be included in a drainage report. The drainage report will be submitted to the CITY and any other jurisdictional agencies for the purpose of review and approval, and if applicable, for obtaining permitting exemptions/exceptions as the work is expected to meet the agency criteria accordingly.

Task 3 – Roadway Plans

The CONSULTANT will prepare roadway design plans on 11"x17" sheets depicting the needed roadway improvements. The roadway improvement design plans will consist of the following sheets:

1. **Key Sheet**
2. **General Notes**
3. **Typical Sections** – Roadway typical section sheets will be prepared to illustrate the recommended roadway improvements.
4. **Drainage Map** – An overall drainage map depicting contributing basin areas, flow directions and existing and proposed collection system will be presented.
5. **Roadway Plan / Profile Sheets** – The plan / profile sheets will detail geometric design requirements, pavement resurfacing, pavement widening, turn lane additions, turnouts for intersecting streets/driveways, sidewalk, re-alignment in areas of pavement widening, drainage structure modifications, and erosion control measures.
6. **Intersection Details** – Where needed, the detailed grading improvements to intersections will be provided.
7. **Driveway Details** – Where necessary, the driveway details sheets will include information depicting the limits of driveway reconstruction, grading information and cross drain information for accommodation of existing residential and commercial driveway connections.
8. **Drainage Structure Sections and Tabulation** – Construction plan sheets providing a tabular listing of drainage structure ID's, FDOT Index references, pipe inverts and pavement elevations and drainage structure sections for each drainage structure proposed for the project.

9. **Cross Sections** – Roadway cross sections will be developed at 100-foot intervals.
10. **Miscellaneous Detail sheets**
11. **Traffic Control Plan** - The CONSULTANT will provide a brief narrative of the traffic control requirements and the general conditions that the contractor must follow in preparing their own traffic control plan.
12. **Erosion Control / SWPPP Plans** – Erosion control plans will be prepared depicting site specific erosion control measures, as well as general notes, details and specifications for additional erosion control measures that may be needed depending on site conditions. It is assumed that these plans will constitute the Storm Water Pollution Prevention Plan (SWPPP) that the contractor will utilize during construction.
13. **Utility Adjustment Plans** – Based on information provided by the various wire utility providers in the corridor, proposed utility adjustments will be detailed in plan view on these sheets.
14. **Quantities** – Develop quantities consistent with CITY preferences and prepare an Opinion of Probable Costs (OPC). The OPC will be submitted with the 60% and 100% plans.
Note: The CONSULTANT does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the CITY wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. CONSULTANT's services required to bring costs within any limitation established by the CITY will be paid for as Additional Services.
15. **Submittals** – The CONSULTANT will submit electronically digital files of the roadway plans at 60% and 100% completion stage to the CITY. In addition, The ENGINEER will submit digital copies of the roadway plans at 60% to affected utility companies. Interim plan submittals will provide information generally consistent with the FDOT Design Manual Checklist for interim submittals. An electronic copy will be provided at the Final plan submittal.

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The CONSULTANT will provide the UAO's project plans and/or CAD files at the 60% and 100% complete design phases, as drafted by the CONSULTANT. During the 60% complete design phase, the UAO's will be instructed to return a set of plans to the CONSULTANT

showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed. The CONSULTANT's utility coordination responsibilities will continue throughout the design process to assist with resolving potential utility conflicts.

Review and Acceptance – The CONSULTANT will be responsible for making necessary reviews and acceptance of utility related materials.

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The CONSULTANT will prepare permit applications, technical data and supporting documentation for permits to be submitted. The CONSULTANT will attempt to acquire the applicable state and federal permits for the proposed project including Southwest Florida Water Management ERP and FDOT Right-of-way permits. Upon completion of the 60% design phase, the CONSULTANT will contact the CITY to schedule pre-application meetings with applicable permitting agencies to identify specific permitting requirements for the project. The CONSULTANT will attend pre-application meetings with CITY staff. The CONSULTANT will provide written minutes of each meeting for CITY approval prior to distribution to attendees.

The CONSULTANT will visit the project site with respective regulatory agencies, as necessary, to determine the applicability of permits.

The CONSULTANT will prepare application forms, narratives, calculations, exhibits, permit drawings, etc. necessary for permit application submittals. The CONSULTANT will submit the completed draft permit applications to the CITY for review and signature after receiving and incorporating comments from the 60% design QC review, unless agreed upon otherwise by the CITY.

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Task 6 – Signing and Pavement Marking Plans

Signing & Pavement Marking Analysis: The CONSULTANT will analyze and document Signing and Pavement Markings Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Reference and Master Design File – The CONSULTANT will prepare the Signing & Pavement Marking Design file to include necessary design elements and associated reference files.

Quantities – The CONSULTANT will provide quantity take off for the project at 60% Plans, 100% Plans and Final Plans for the signing and pavement marking component of the project.

The plan set will include the following sheets:

1. Notes and tabulation of quantities,
2. Signing and Pavement Marking plans,

Task 7 – Traffic Analysis

The CONSULTANT will review the specific location/intersection improvement as outlined by the CITY during the July 17, 2024, site visit. The traffic analysis included in this task will evaluate the improvement (i.e. geometric modifications and/or traffic control) and provided more detailed information for the ultimate design. For any turn lane recommendations, the total turn lane length will be determined, including the queue length and deceleration distance, using City, Pasco County, or Florida Department of Transportation (FDOT) design standards.

Task 8 – Survey/Subsurface Utility Engineering

The CONSULTANT's subconsultant topographic survey services will be performed within a well-defined area as shown on the subconsultant's attached exhibit. The limits are to extend from right-of-way (R/W) to R/W within the limits depicted in the attached exhibit. All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.. Survey services will include the following mapping of aboveground, visible and accessible infrastructure improvements:

- Set horizontal and vertical control throughout the project corridor for the purpose of collecting the topographic and subsurface utility engineering information.
- The survey will be based on the North American Datum of 1983, 2011 Adjustment (NAD83/2011), West Zone and the North American Vertical Datum of 1988 (NAVD 88).
- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.
- Collect aboveground and visible features and improvements, including surface evidence of utilities and underground utility information as identified by ECHO via subsurface utility engineering efforts.
- Collect all non-invasive trees measuring 4" or greater diameter at chest/breast height.
- Collect accessible gravity utilities including pipe size, material, and inverts within the project limits and include next upstream and downstream manhole and/or storm manhole/inlet. A note will be included on the survey for any structures that are not able to be detailed noting the reason. Fee includes survey of an additional six (6) drainage structures not within the limits of survey.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Elevations will be shown to the nearest tenth of a foot (0.1') on natural ground or soft shots and the nearest one-hundredth (0.01') of a foot on paved or hard surfaces.
- Recover and tie down sufficient monumentation in the field to calculate the existing R/W. The R/W lines will be calculated based on recovered field monumentation and available

record instruments (subdivision plats, R/W maps, deeds, etc.) and are to be considered approximate.

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

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

Quality Level A SUE (Locating): Expose utilities via minimally intrusive methods (e.g., use of vacuum excavation) to confirm their characteristics (e.g., type, size, material, direction, configuration). At the completion of each excavation (test hole) record all verifiable utility information, mark the utility location with the most appropriate method (e.g., wooden lathes, "X" mark on concrete, nail and disk on asphalt) and restore the field to as close as possible to its original conditions. The results will be surveyed and incorporated in the topographic survey file.

Deliverables will consist of:

- Digital CAD file in MicroStation or AutoCAD format.
- Test hole data sheets tabulating utility type, size, depth of cover, ground elevation and top of utility elevation.
- Signed and sealed survey in PDF format on 11x17 size sheets.

Task 9 – Geotechnical Services

The CONSULTANT's subconsultant will perform a study to obtain information on the general subsurface conditions at the proposed turn lane locations. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

1. Review soil information from the "Soil Survey of Pasco County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Mobilize personnel and equipment to the site. Coordinate utility clearances through Sunshine One Call.
2. Perform a subsurface exploration program consisting of the following:

Roadway Improvements

- Perform 7-foot auger borings within the proposed roadway widening limits. The auger borings will be performed to determine shallow soil types/suitability and estimate the Seasonal High Groundwater Table (SHGWT).

- Perform pavement cores to determine the existing pavement section adjacent to the proposed new turn lanes.
- 3. Obtain a right-of-way use/temporary lane closure permit, as needed.
- 4. Provide Maintenance of Traffic (MOT) in accordance with the FDOT Standard Plans.
- 5. Measure and record groundwater levels, where encountered.
- 6. Asphalt patch pavement core and boring locations completed within the roadway in accordance with FDOT requirements.
- 7. Visually classify the samples in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Classification System.
- 8. Conduct laboratory testing on select soil samples to confirm the visual classification and estimate engineering properties.
- 9. Prepare a geotechnical report signed and sealed by a professional geotechnical engineer that summarizes the course of study pursued, the field data generated, laboratory test results, subsurface conditions encountered and our engineering recommendations in accordance with the scope of services presented herein.

Task 10 – Project General/Meetings

Project coordination activities will be undertaken throughout the project that will include the following:

1. *Project Setup*: The CONSULTANT will establish project files, project work plan, initiating accounting system.
2. *Kick-off Meeting*: The CONSULTANT will participate in a kick-off meeting with the CITY FDOT and the project team.
3. *Progress Meetings*: The CONSULTANT will meet with the CITY to review the progress of work, to conduct project reviews and to coordinate with utility companies. The CONSULTANT will maintain the project schedule and review/update the schedule at each progress meeting. One (1) progress meeting are budgeted for this project.
4. *Progress Reports and Invoices*: The CONSULTANT will prepare a monthly progress report to be included with the monthly invoice.
5. *Specifications Package Preparation*: The CONSULTANT will assist the CITY in preparation of a complete specifications package. The CONSULTANT will provide all applicable Technical Special Provisions and review of all required CITY and FDOT supplemental specifications for all items and areas of work. The CONSULTANT will utilize

the appropriate CITY approved pay item structure.

6. Project Coordination Meetings: The CONSULTANT will attend one (1) coordination meetings with stakeholders and impacted property owners.
7. Bid Package and Constructability Review: The CONSULTANT will provide a Peer Review as follows:
 1. Perform a constructability review as part of the 60% and 100% Plans review. This process will include providing decisions and directions and documentation of decisions, assumptions and recommendations.
 2. Perform a bid package review as part of the 100% Plans review. This process will include providing decisions and directions and documentation of decisions, assumptions and recommendations.

IV. Additional Services

Any services not included in the scope of work, such as design of public utility relocations or the coordination of the public involvement tasks, can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed upon prior to their performance.

V. Compensation

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

Task No.	Description	Lump Sum Labor
1	Roadway Analysis	\$14,424
2	Drainage Analysis	\$17,690
3	Roadway Plans	\$16,795
4	Utility Coordination	\$5,290
5	Permitting	\$2,740
6	Signing and Pavement Marking Plans	\$4,649
7	Traffic Analysis	\$5,000
8	Survey/ Subsurface Utility Engineering	\$20,791
9	Geotechnical Services	\$8,226
10	Project General/Meetings	\$8,550
	Total Fee	\$104,155

VI. Schedule

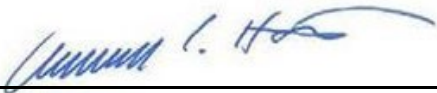
Kimley-Horn will provide services as expeditiously as possible to meet a mutually agreed upon schedule.

VII. Other Provisions

All provisions contained in the Continuing Service Contract Engineering Services Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By:  _____

By: _____

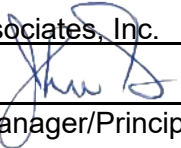
Print Name: Christopher Hatton, P.E.

Print Name: William Poe

Title: Principal

Title: City Manager

Kimley-Horn and Associates, Inc.

Witness:  _____
Project Manager/Principal

Attest: _____
City Clerk

CONSENT ITEMS 2.7

Approval of Kimley-Horn Work Order NO. 24-159

US 301 at Daughtery Rd & Chancey Rd at Copeland Dr Improvements

Issue:

Background:

Consultant to prepare a preliminary design of intersection improvements at Daughtery and Gall Blvd. to include: right turn lane with sidewalk / curb on the north side of the west leg of Daughtery Rd; extend the westbound left turn lane 450' including taper and a 200-foot westbound right-turn lane along the east leg of Daughtery Rd.. A task work order is attached with additional details / scope.

Attachment(s):

1. Work Order 24-159 US 301_Daughtery Rd and Chancey_Copeland Design_Signed

Fiscal Impact:

\$224,800 - Funding to come from dollars budgeted for current fiscal year.

Staff Recommendation:

Approval

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

This agreement, executed this ____ day _____, 2024, is Work Order No. 24-159 to Continuing Services Contract Engineering Services agreement between the City of Zephyrhills (hereinafter referred to as "City" or "Client"), and Kimley-Horn and Associates, Inc., (hereinafter referred to as "Kimley-Horn" or "Consultant"), dated June 11, 2024.

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

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

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

I. General Scope of this Work Order

The Consultant will provide professional and technical services requested by the City. The following tasks are based on direction provided to Kimley-Horn by the City during a field review meeting on July 17, 2024, for **US 301 at Daughtery Road and Chancey Road at Copeland Drive Intersection Improvements**.

II. Project Understanding

1. The City of Zephyrhills has requested design services for roadway intersection improvements at US 301 & Daughtery Road intersection to construct the following: 1) a 200 feet eastbound right turn lane with sidewalk and curb and gutter along the north side of the west leg of Daughtery Road, 2) extend the westbound left-turn lane to 450' including taper and a 200 feet westbound right-turn along the east leg of Daughtery Road.
 - It is estimated that twelve (12) new or existing storm drains will need to be designed to accommodate for the roadway improvements/widening.
 - Since the proposed improvements encroach within FDOT roadway jurisdiction, FDOT permitting will be required.
 - Traffic signal modifications will be necessary to accommodate for the additional turn lane improvements.

- Quality Level A Subsurface Utility Engineering (Locating): Provide a horizontal/vertical location of underground utilities at up to sixteen (16) locations as determined by the Engineer.
 - Geotechnical – Perform fifteen (15) augur borings and four (4) pavement cores.
2. For Chancey Road at Copeland Drive intersection, the CONSULTANT will evaluate the geometry for truck turning movements in accordance with the City's Mobility Plan and FDOT guidelines. Based on the results and recommendations, CONSULTANT will prepare a signing and pavement marking plan using aerial images (no topographic survey to be conducted).

III. Scope of Work

The following scope of work is summarized as follows:

Pursuant to your request, CONSULTANT has prepared the following Scope of Services and proposes the following tasks to the City of Zephyrhills (the "CITY").

Task 1 – Roadway Analysis

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Horizontal/Vertical Master Design Files: The CONSULTANT will design the geometrics using the Florida Greenbook, CITY and FDOT design standards that give proper consideration to the adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, and scope of work. The Florida Greenbook Standards (2018) will be followed.

Plan and Profile: The CONSULTANT will develop 60% and 100% design and plans. The horizontal alignment or plan portion will include as a minimum: mainline baseline and or centerline of construction with the proposed sidewalks, existing topography, existing and proposed right-of-way limits; begin and end transitions, begin and end project limits, and geometric parameters. Existing ground line will be shown as a reference in the profile portion. The profile stationing will depict formats with beginning and ending stations with intermediate tick marks matched with the plan portion along the alignment, or as close as possible in curved alignments. Cross drain(s) and or Design High Water(s) will be shown in the profile portion as well.

Cross Section Design Files: The CONSULTANT will establish and develop cross sections design files in accordance with the FDOT Design manual. Assume sections every 100 ft. intervals.

Traffic Control Analysis: The CONSULTANT will design a Traffic Control Plan to move vehicular and pedestrian traffic during construction. The design will include construction phasing of roadway ingress and egress to existing property owners and businesses, routing, signing and

pavement markings, and detour quantity tabulations.

Design Documentation: The CONSULTANT will develop project specific design criteria which will be used to document design control elements for the preparation of the design plans.

Engineer's Estimate & Quantities: The CONSULTANT will prepare an estimate of probable construction costs for the design. The CONSULTANT will utilize existing cost data available from the CITY and/or FDOT Construction Contract History as applicable.

The CONSULTANT will prepare bid quantities that include bid items, which comprise the project design. Bid items will include reference to applicable CITY Measurement and Payment items. Bid proposal sheets to be included in the contract documents will be prepared by the CITY based on the CONSULTANT'S quantities.

Preliminary bid quantities will be submitted with the 60% design review submittals. Final bid quantities will be submitted with the 100% design review submittal. Preliminary opinion of probable construction costs will be submitted with the 60% design review submittal. Final construction costs opinion based on the final bid quantities will be submitted with the 100% design review submittal. Construction costs are to be based on the most current costs obtained from the FDOT Construction Contract History and as confirmed by the CITY.

Roadway Field Reviews: The CONSULTANT will conduct one (1) field review of the corridor after the NTP, one (1) site review prior to the 60% plans submittal and will conduct one (1) additional site review prior to 100% plans submittal.

Quality Assurance/Quality Control: It is the CONSULTANT'S responsibility to independently and continually QA/QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

Task 2 – Drainage Analysis

Data Collection: The CONSULTANT will review existing plans to determine current drainage patterns and systems. The proposed construction will modify existing structures as practical and require minimal modifications of existing storm sewer, as needed to accommodate the proposed improvements.

Drainage Design: The drainage design will have the following features: consistent with requirements of FDOT, SWFWMD, USACOE, CITY and any other regulatory agencies which have jurisdiction over the project; additionally is consistent with requirements of the CITY Stormwater related criteria in the CITY's code of ordinance; utilizes existing facilities where possible; and is consistent with work being performed by other municipalities, regulatory agencies and private developments in the area. The CONSULTANT will be responsible for determining and coordinating with projects or work being performed or permitted in the area.

The CONSULTANT will conduct one (1) drainage field review and attend one (1) Technical meeting review with the CITY regarding drainage. Additional meetings may be required to

coordinate with other agencies that have interest in the project or jurisdiction over any part of the project area.

The intent of the drainage design is to adjust/modify the existing drainage system where it is impacted by the placement of the widening. The CONSULTANT will review existing stormwater models and project information provided by the CITY or obtained from other jurisdictions and perform its own independent review of the existing information to develop drainage improvements and associated retrofits. It is anticipated that proposed storm sewer systems may be required, but limited as follows: preference will be given to providing drainage systems to accommodate widening and curb and gutter if proposed, improving the existing drainage system by providing inlets and short segments of storm sewer pipes to meet spread criteria, minor modifications to ditches, and/or connection to the existing storm sewer systems. Provision of any volumetric stormwater storage required to meet Basins of Special Concern will be provided within the existing right of way with first preference being to provide the storage volume in swales, and if not practical, alternatives for underground storage will be provided for consideration. The storm water conveyance capacity of the existing facilities is not anticipated to be reduced.

Included in the drainage analysis is the preparation of working drainage maps (not to be included in the plans) to identify the drainage subareas within the project limits for use in sizing any new inlets and storm sewer pipes required. Exhibits demonstrating the additional impervious areas being added may also be required for the drainage documentation required for permitting.

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industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the CITY wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. CONSULTANT's services required to bring costs within any limitation established by the CITY will be paid for as Additional Services.

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The CONSULTANT will visit the project site with respective regulatory agencies, as

necessary, to determine the applicability of permits.

The CONSULTANT will prepare application forms, narratives, calculations, exhibits, permit drawings, etc. necessary for permit application submittals. The CONSULTANT will submit the completed draft permit applications to the CITY for review and signature after receiving and incorporating comments from the 60% design QC review, unless agreed upon otherwise by the CITY.

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Signing & Pavement Marking Analysis: The CONSULTANT will analyze and document Signing and Pavement Markings Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Reference and Master Design File – The CONSULTANT will prepare the Signing & Pavement Marking Design file to include necessary design elements and associated reference files.

Quantities – The CONSULTANT will provide quantity take off for the project at 60% Plans, 100% Plans and Final Plans for the signing and pavement marking component of the project.

The plan set will include the following sheets:

1. Notes and tabulation of quantities,
2. Signing and Pavement Marking plans,

Task 7 – Traffic Signal Modification Plans

The plans will be prepared in accordance with the current FHWA Manual on Uniform Traffic Control Devices, Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards, the FDOT Design Manual, and the FDOT Standard Specifications and Supplemental Specifications for Road and Bridge Construction.

The plan set will include the following:

- 1) Tabulation of Quantities Sheet
- 2) General Notes Sheet
- 3) Signal Plan Sheet
- 4) Pole and Mast Arm Schedule

The signalization plan will specify the controller and controller peripherals, phasing and initial timings, cabinet location, electrical service, detector amplifiers, loops and lead-ins, conduit, cabling, pull boxes, vehicular signal displays, and pedestrian displays and detector stations, if appropriate.

Task 8 – Traffic Analysis

The CONSULTANT will review the specific location/intersection improvement as outlined by the CITY during the July 17, 2024, site visit. The traffic analysis included in this task will evaluate the improvement (i.e. geometric modifications and/or traffic control) and provided more detailed information for the ultimate design. For any turn lane recommendations, the total turn lane length will be determined, including the queue length and deceleration distance, using City, Pasco County, or Florida Department of Transportation (FDOT) design standards.

Task 9 – Survey/Subsurface Utility Engineering

The CONSULTANT's subconsultant topographic survey services will be performed within a well-defined area as shown on the subconsultant's attached exhibit. The limits are to extend from right-of-way (R/W) to R/W within the limits depicted in the attached exhibit. All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.. Survey services will include the following mapping of aboveground, visible and accessible infrastructure improvements:

- Set horizontal and vertical control throughout the project corridor for the purpose of collecting the topographic and subsurface utility engineering information.
- The survey will be based on the North American Datum of 1983, 2011 Adjustment (NAD83/2011), West Zone and the North American Vertical Datum of 1988 (NAVD 88).
- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.
- Collect aboveground and visible features and improvements, including surface evidence of utilities and underground utility information as identified by ECHO via subsurface utility engineering efforts.
- Collect all non-invasive trees measuring 4" or greater diameter at chest/breast height.
- Collect accessible gravity utilities including pipe size, material, and inverts within the project limits and include next upstream and downstream manhole and/or storm manhole/inlet. A note will be included on the survey for any structures that are not able to be detailed noting the reason. Fee includes survey of an additional six (6) drainage structures not within the limits of survey.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Elevations will be shown to the nearest tenth of a foot (0.1') on natural ground or soft shots and the nearest one-hundredth (0.01') of a foot on paved or hard surfaces.
- Recover and tie down sufficient monumentation in the field to calculate the existing R/W. The R/W lines will be calculated based on recovered field monumentation and available record instruments (subdivision plats, R/W maps, deeds, etc.) and are to be considered approximate.

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

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

Quality Level A SUE (Locating): Expose utilities via minimally intrusive methods (e.g., use of vacuum excavation) to confirm their characteristics (e.g., type, size, material, direction, configuration). At the completion of each excavation (test hole) record all verifiable utility information, mark the utility location with the most appropriate method (e.g., wooden lathes, "X" mark on concrete, nail and disk on asphalt) and restore the field to as close as possible to its original conditions. The results will be surveyed and incorporated in the topographic survey file.

Deliverables will consist of:

- Digital CAD file in MicroStation or AutoCAD format.
- Test hole data sheets tabulating utility type, size, depth of cover, ground elevation and top of utility elevation.
- Signed and sealed survey in PDF format on 11x17 size sheets.

Task 10 – Geotechnical Services

The CONSULTANT's subconsultant will perform a study to obtain information on the general subsurface conditions at the proposed turn lane locations. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

1. Review soil information from the "Soil Survey of Pasco County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Mobilize personnel and equipment to the site. Coordinate utility clearances through Sunshine One Call.
2. Perform a subsurface exploration program consisting of the following:

Roadway Improvements

- Perform 7-foot auger borings within the proposed roadway widening limits. The auger borings will be performed to determine shallow soil types/suitability and estimate the Seasonal High Groundwater Table (SHGWT).
- Perform pavement cores to determine the existing pavement section adjacent to the proposed new turn lanes.

3. Obtain a right-of-way use/temporary lane closure permit, as needed.
4. Provide Maintenance of Traffic (MOT) in accordance with the FDOT Standard Plans.
5. Measure and record groundwater levels, where encountered.
6. Asphalt patch pavement core and boring locations completed within the roadway in accordance with FDOT requirements.
7. Visually classify the samples in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Classification System.
8. Conduct laboratory testing on select soil samples to confirm the visual classification and estimate engineering properties.
9. Prepare a geotechnical report signed and sealed by a professional geotechnical engineer that summarizes the course of study pursued, the field data generated, laboratory test results, subsurface conditions encountered and our engineering recommendations in accordance with the scope of services presented herein.

Task 11 – Project General/Meetings

Project coordination activities will be undertaken throughout the project that will include the following:

1. *Project Setup*: The CONSULTANT will establish project files, project work plan, initiating accounting system.
2. *Kick-off Meeting*: The CONSULTANT will participate in a kick-off meeting with the CITY, FDOT and the project team.
3. *Progress Meetings*: The CONSULTANT will meet with the CITY to review the progress of work, to conduct project reviews and to coordinate with utility companies. The CONSULTANT will maintain the project schedule and review/update the schedule at each progress meeting. Three (3) progress meetings are budgeted for this project.
4. *Progress Reports and Invoices*: The CONSULTANT will prepare a monthly progress report to be included with the monthly invoice.
5. *Specifications Package Preparation*: The CONSULTANT will assist the CITY in preparation of a complete specifications package. The CONSULTANT will provide all applicable Technical Special Provisions and review of all required CITY and FDOT supplemental specifications for all items and areas of work. The CONSULTANT will utilize the appropriate CITY approved pay item structure.

6. Project Coordination Meetings: The CONSULTANT will attend four (4) coordination meetings with stakeholders and impacted property owners.
7. Bid Package and Constructability Review: The CONSULTANT will provide a Peer Review as follows:
 1. Perform a constructability review as part of the 60% and 100% Plans review. This process will include providing decisions and directions and documentation of decisions, assumptions and recommendations.
 2. Perform a bid package review as part of the 100% Plans review. This process will include providing decisions and directions and documentation of decisions, assumptions and recommendations.

IV. Additional Services

Any services not included in the scope of work, such as design of public utility relocations or the coordination of the public involvement tasks, can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed upon prior to their performance.

V. Compensation

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

Task No.	Description	Lump Sum Labor
1	Roadway Analysis	\$38,015
2	Drainage Analysis	\$38,786
3	Roadway Plans	\$35,518
4	Utility Coordination	\$12,100
5	Permitting	\$11,800
6	Signing and Pavement Marking Plans	\$10,928
7	Traffic Signal Modification Plans	\$9,250
8	Traffic Analysis	\$5,000
10	Survey/ Subsurface Utility Engineering	\$35,822
11	Geotechnical Services	\$12,626
12	Project General/Meetings	\$14,955
	Total Fee	\$224,800

VI. Schedule

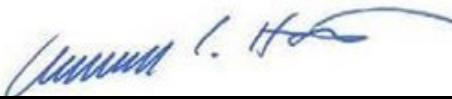
Kimley-Horn will provide services as expeditiously as possible to meet a mutually agreed upon schedule.

VII. Other Provisions

All provisions contained in the Continuing Service Contract Engineering Services Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By: 

By: _____

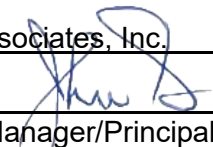
Print Name: Christopher Hatton, P.E.

Print Name: William Poe

Title: Principal

Title: City Manager

Kimley-Horn and Associates, Inc.

Witness: 
Project Manager/Principal

Attest: _____
City Clerk

CONSENT ITEMS 2.8

Approval of Kimley-Horn Work Order NO. 24-160

Eiland Boulevard & Fort King Intersection Improvements

Issue:

Background:

Consultant will prepare design plans for roadway and intersection improvements at Eiland Blvd & Fort King Rd to construct a southbound right-turn lane on the northern leg of Ft King Rd. A task work order is attached with additional details / scope.

Attachment(s):

1. Work Order 24-160 Eiland Blvd_Ft King Hwy Design Rev_Signed

Fiscal Impact:

\$125,242 - Funding to come from dollars budgeted for current fiscal year.

Staff Recommendation:

Approval

WORK ORDER NO. 24-160
Pursuant to Continuing Service Contract Engineering Services
Agreement Between
City of Zephyrhills and Kimley-Horn and Associates, Inc.
for Professional Services

This agreement, executed this ____ day _____, 2024, is Work Order No. 24-160 to Continuing Services Contract Engineering Services agreement between the City of Zephyrhills (hereinafter referred to as "City" or "Client"), and Kimley-Horn and Associates, Inc., (hereinafter referred to as "Kimley-Horn" or "Consultant"), dated June 11, 2024.

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

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

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

I. General Scope of this Work Order

The Consultant will provide professional and technical services requested by the City. The following tasks are based on direction provided to Kimley-Horn by the City during a field review meeting on July 17, 2024, for **Eiland Boulevard and Fort King Highway Intersection Improvements**.

II. Project Understanding

1. The City of Zephyrhills has requested design services for roadway and intersection improvements at Eiland Boulevard and Fort King Highway intersection to construct a southbound right-turn lane along the north leg of Fort King Highway. Total length of the turn lane improvements/widening including taper and transition is assumed to be 300 feet.
2. It is estimated that three (3) new or existing storm drains will need to be designed to accommodate for the roadway improvements/widening.
3. Quality Level A Subsurface Utility Engineering (Locating): Provide a horizontal/vertical location of underground utilities at up to sixteen (16) locations as determined by the Engineer.
4. Geotechnical – Perform four (4) augur borings and two (2) pavement core.

III. Scope of Work

The following scope of work is summarized as follows:

Pursuant to your request, CONSULTANT has prepared the following Scope of Services and proposes the following tasks to the City of Zephyrhills (the "CITY").

Task 1 – Roadway Analysis

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Horizontal/Vertical Master Design Files: The CONSULTANT will design the geometrics using the Florida Greenbook, CITY and FDOT design standards that give proper consideration to the adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, and scope of work. The Florida Greenbook Standards (2018) will be followed.

Plan and Profile: The CONSULTANT will develop 60% and 100% design and plans. The horizontal alignment or plan portion will include as a minimum: mainline baseline and or centerline of construction with the proposed sidewalks, existing topography, existing and proposed right-of-way limits; begin and end transitions, begin and end project limits, and geometric parameters. Existing ground line will be shown as a reference in the profile portion. The profile stationing will depict formats with beginning and ending stations with intermediate tick marks matched with the plan portion along the alignment, or as close as possible in curved alignments. Cross drain(s) and or Design High Water(s) will be shown in the profile portion as well.

Cross Section Design Files: The CONSULTANT will establish and develop cross sections design files in accordance with the FDOT Design manual. Assume sections every 100 ft. intervals.

Traffic Control Analysis: The CONSULTANT will design a Traffic Control Plan to move vehicular and pedestrian traffic during construction. The design will include construction phasing of roadway ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations.

Design Documentation: The CONSULTANT will develop project specific design criteria which will be used to document design control elements for the preparation of the design plans.

Engineer's Estimate & Quantities: The CONSULTANT will prepare an estimate of probable construction costs for the design. The CONSULTANT will utilize existing cost data available from the CITY and/or FDOT Construction Contract History as applicable.

The CONSULTANT will prepare bid quantities that include bid items, which comprise the project design. Bid items will include reference to applicable CITY Measurement and Payment items. Bid proposal sheets to be included in the contract documents will be prepared by the CITY based on the CONSULTANT'S quantities.

Preliminary bid quantities will be submitted with the 60% design review submittals. Final bid quantities will be submitted with the 100% design review submittal. Preliminary opinion of probable construction costs will be submitted with the 60% design review submittal. Final construction costs opinion based on the final bid quantities will be submitted with the 100% design review submittal. Construction costs are to be based on the most current costs obtained from the FDOT Construction Contract History and as confirmed by the CITY.

Roadway Field Reviews: The CONSULTANT will conduct one (1) field review of the corridor after the NTP, one (1) site review prior to the 60% plans submittal and will conduct one (1) additional site review prior to 100% plans submittal.

Quality Assurance/Quality Control: It is the CONSULTANT'S responsibility to independently and continually QA/QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

Task 2 – Drainage Analysis

Data Collection: The CONSULTANT will review existing plans to determine current drainage patterns and systems. The proposed construction will modify existing structures as practical and require minimal modifications of existing storm sewer, as needed to accommodate the proposed improvements.

Drainage Design: The drainage design will have the following features: consistent with requirements of FDOT, SWFWMD, USACOE, CITY and any other regulatory agencies which have jurisdiction over the project; additionally is consistent with requirements of the CITY Stormwater related criteria in the CITY's code of ordinance; utilizes existing facilities where possible; and is consistent with work being performed by other municipalities, regulatory agencies and private developments in the area. The CONSULTANT will be responsible for determining and coordinating with projects or work being performed or permitted in the area.

The CONSULTANT will conduct one (1) drainage field review and attend one (1) Technical meeting review with the CITY regarding drainage. Additional meetings may be required to coordinate with other agencies that have interest in the project or jurisdiction over any part of the project area.

The intent of the drainage design is to adjust/modify the existing drainage system where it is impacted by the placement of the widening. The CONSULTANT will review existing stormwater models and project information provided by the CITY or obtained from other jurisdictions and perform its own independent review of the existing information to develop drainage improvements and associated retrofits. It is anticipated that proposed storm sewer systems may be required, but limited as follows: preference will be given to providing drainage systems to accommodate widening and curb and gutter if proposed, improving the existing drainage system by providing inlets and short segments of storm sewer pipes to meet spread criteria, minor modifications to ditches, and/or connection to the existing storm sewer systems. Provision of any volumetric stormwater storage required to meet Basins of Special Concern will be provided within the existing right of way with first preference being to provide the storage volume in swales,

and if not practical, alternatives for underground storage will be provided for consideration. The storm water conveyance capacity of the existing facilities is not anticipated to be reduced.

Included in the drainage analysis is the preparation of working drainage maps (not to be included in the plans) to identify the drainage subareas within the project limits for use in sizing any new inlets and storm sewer pipes required. Exhibits demonstrating the additional impervious areas being added may also be required for the drainage documentation required for permitting.

To address Basins of Special Concern volumetric requirements, an alternatives technical memorandum will be provided for coordination with the CITY and design concurrence obtained prior to proceeding with the provision of additional stormwater volume storage required resulting from the increase in impervious areas from the proposed project area. The existing conditions and proposed design with calculations will be included in a drainage report. The drainage report will be submitted to the CITY and any other jurisdictional agencies for the purpose of review and approval, and if applicable, for obtaining permitting exemptions/exceptions as the work is expected to meet the agency criteria accordingly.

Task 3 – Roadway Plans

The CONSULTANT will prepare roadway design plans on 11"x17" sheets depicting the needed roadway improvements. The roadway improvement design plans will consist of the following sheets:

1. **Key Sheet**
2. **General Notes**
3. **Typical Sections** – Roadway typical section sheets will be prepared to illustrate the recommended roadway improvements.
4. **Drainage Map** – An overall drainage map depicting contributing basin areas, flow directions and existing and proposed collection system will be presented.
5. **Roadway Plan / Profile Sheets** – The plan / profile sheets will detail geometric design requirements, pavement resurfacing, pavement widening, turn lane additions, turnouts for intersecting streets/driveways, sidewalk, re-alignment in areas of pavement widening, drainage structure modifications, and erosion control measures.
6. **Intersection Details** – Where needed, the detailed grading improvements to intersections will be provided.
7. **Driveway Details** – Where necessary, the driveway details sheets will include information depicting the limits of driveway reconstruction, grading information and cross drain information for accommodation of existing residential and commercial driveway connections.
8. **Drainage Structure Sections and Tabulation** – Construction plan sheets providing a tabular listing of drainage structure ID's, FDOT Index references, pipe inverts and pavement elevations and drainage structure sections for each drainage structure proposed for the project.

9. **Cross Sections** – Roadway cross sections will be developed at 100-foot intervals.
10. **Miscellaneous Detail sheets**
11. **Traffic Control Plan** - The CONSULTANT will provide a brief narrative of the traffic control requirements and the general conditions that the contractor must follow in preparing their own traffic control plan.
12. **Erosion Control / SWPPP Plans** – Erosion control plans will be prepared depicting site specific erosion control measures, as well as general notes, details and specifications for additional erosion control measures that may be needed depending on site conditions. It is assumed that these plans will constitute the Storm Water Pollution Prevention Plan (SWPPP) that the contractor will utilize during construction.
13. **Utility Adjustment Plans** – Based on information provided by the various wire utility providers in the corridor, proposed utility adjustments will be detailed in plan view on these sheets.
14. **Quantities** – Develop quantities consistent with CITY preferences and prepare an Opinion of Probable Costs (OPC). The OPC will be submitted with the 60% and 100% plans.
Note: The CONSULTANT does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the CITY wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. CONSULTANT's services required to bring costs within any limitation established by the CITY will be paid for as Additional Services.
15. **Submittals** – The CONSULTANT will submit electronically digital files of the roadway plans at 60% and 100% completion stage to the CITY. In addition, The ENGINEER will submit digital copies of the roadway plans at 60% to affected utility companies. Interim plan submittals will provide information generally consistent with the FDOT Design Manual Checklist for interim submittals. An electronic copy will be provided at the Final plan submittal.

Task 4 – Utility Coordination

The CONSULTANT will be coordinating its design work with public and private Utility Agencies/Organizations having existing and/or planned facilities within the limits of the project.

The CONSULTANT will provide the UAO's project plans and/or CAD files at the 60% and 100% complete design phases, as drafted by the CONSULTANT. During the 60% complete design phase, the UAO's will be instructed to return a set of plans to the CONSULTANT

showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed. The CONSULTANT's utility coordination responsibilities will continue throughout the design process to assist with resolving potential utility conflicts.

Review and Acceptance – The CONSULTANT will be responsible for making necessary reviews and acceptance of utility related materials.

Task 5 - Permitting

The CONSULTANT will prepare permit applications, technical data and supporting documentation for permits to be submitted. The CONSULTANT will attempt to acquire the applicable state and federal permits for the proposed project including Southwest Florida Water Management ERP and FDOT Right-of-way permits. Upon completion of the 60% design phase, the CONSULTANT will contact the CITY to schedule pre-application meetings with applicable permitting agencies to identify specific permitting requirements for the project. The CONSULTANT will attend pre-application meetings with CITY staff. The CONSULTANT will provide written minutes of each meeting for CITY approval prior to distribution to attendees.

The CONSULTANT will visit the project site with respective regulatory agencies, as necessary, to determine the applicability of permits.

The CONSULTANT will prepare application forms, narratives, calculations, exhibits, permit drawings, etc. necessary for permit application submittals. The CONSULTANT will submit the completed draft permit applications to the CITY for review and signature after receiving and incorporating comments from the 60% design QC review, unless agreed upon otherwise by the CITY.

The CONSULTANT will prepare responses to agency requests for additional information (RAI), including completion of design revisions that may be required to secure the required permits, and provide draft response packages to CITY. The CONSULTANT will coordinate with CITY and the regulatory agencies to help to resolve permitting issues.

Task 6 – Signing and Pavement Marking Plans

Signing & Pavement Marking Analysis: The CONSULTANT will analyze and document Signing and Pavement Markings Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Reference and Master Design File – The CONSULTANT will prepare the Signing & Pavement Marking Design file to include necessary design elements and associated reference files.

Quantities – The CONSULTANT will provide quantity take off for the project at 60% Plans, 100% Plans and Final Plans for the signing and pavement marking component of the project.

The plan set will include the following sheets:

1. Notes and tabulation of quantities,
2. Signing and Pavement Marking plans,

Task 7 – Traffic Analysis

The CONSULTANT will review the specific location/intersection improvement as outlined by the CITY during the July 17, 2024, site visit. The traffic analysis included in this task will evaluate the improvement (i.e. geometric modifications and/or traffic control) and provided more detailed information for the ultimate design. For any turn lane recommendations, the total turn lane length will be determined, including the queue length and deceleration distance, using City, Pasco County, or Florida Department of Transportation (FDOT) design standards.

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2. Perform a subsurface exploration program consisting of the following:

Roadway Improvements

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- Perform pavement cores to determine the existing pavement section adjacent to the proposed new turn lanes.
- 3. Obtain a right-of-way use/temporary lane closure permit, as needed.
- 4. Provide Maintenance of Traffic (MOT) in accordance with the FDOT Standard Plans.
- 5. Measure and record groundwater levels, where encountered.
- 6. Asphalt patch pavement core and boring locations completed within the roadway in accordance with FDOT requirements.
- 7. Visually classify the samples in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Classification System.
- 8. Conduct laboratory testing on select soil samples to confirm the visual classification and estimate engineering properties.
- 9. Prepare a geotechnical report signed and sealed by a professional geotechnical engineer that summarizes the course of study pursued, the field data generated, laboratory test results, subsurface conditions encountered and our engineering recommendations in accordance with the scope of services presented herein.

Task 10 – Project General/Meetings

Project coordination activities will be undertaken throughout the project that will include the following:

1. *Project Setup*: The CONSULTANT will establish project files, project work plan, initiating accounting system.
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5. *Specifications Package Preparation*: The CONSULTANT will assist the CITY in preparation of a complete specifications package. The CONSULTANT will provide all applicable Technical Special Provisions and review of all required CITY and FDOT supplemental specifications for all items and areas of work. The CONSULTANT will utilize

the appropriate CITY approved pay item structure.

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IV. Additional Services

Any services not included in the scope of work, such as design of public utility relocations or the coordination of the public involvement tasks, can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed upon prior to their performance.

V. Compensation

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

Task No.	Description	Lump Sum Labor
1	Roadway Analysis	\$16,192
2	Drainage Analysis	\$22,434
3	Roadway Plans	\$16,795
4	Utility Coordination	\$5,290
5	Permitting	\$2,740
6	Signing and Pavement Marking Plans	\$4,649
7	Traffic Analysis	\$5,000
8	Survey/ Subsurface Utility Engineering	\$35,166
9	Geotechnical Services	\$8,426
10	Project General/Meetings	\$8,550
	Total Fee	\$125,242

VI. Schedule

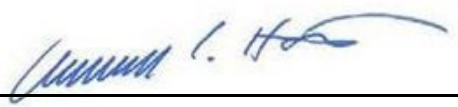
Kimley-Horn will provide services as expeditiously as possible to meet a mutually agreed upon schedule.

VII. Other Provisions

All provisions contained in the Continuing Service Contract Engineering Services Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By:  _____

By: _____

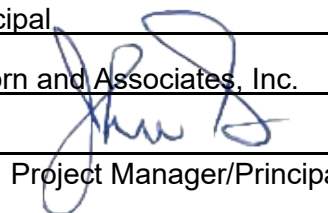
Print Name: Christopher Hatton, P.E.

Print Name: William Poe

Title: Principal

Title: City Manager

Kimley-Horn and Associates, Inc.

Witness:  _____

Attest: _____

Project Manager/Principal

City Clerk

CONSENT ITEMS 2.9

Approval of Kimley-Horn Work Order NO. 24-161
US 301 & Geiger Intersection Improvements

Issue:

Background:

Consultants to design improvements at the intersection of Geiger Rd and Gall Blvd including an east-bound right turn lane along the west leg of Geiger Rd. A task work order is attached with additional details / scope.

Attachment(s):

1. Work Order 24-161 US 301_Geiger Design_Signed

Fiscal Impact:

\$128,211 - Funding to come from dollars budgeted this fiscal year.

Staff Recommendation:

Approval

WORK ORDER NO. 24-161
Pursuant to Continuing Service Contract Engineering Services
Agreement Between
City of Zephyrhills and Kimley-Horn and Associates, Inc.
for Professional Services

This agreement, executed this ____ day _____, 2024, is Work Order No. 24-161 to Continuing Services Contract Engineering Services agreement between the City of Zephyrhills (hereinafter referred to as "City" or "Client"), and Kimley-Horn and Associates, Inc., (hereinafter referred to as "Kimley-Horn" or "Consultant"), dated June 11, 2024.

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

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

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

I. General Scope of this Work Order

The Consultant will provide professional and technical services requested by the City. The following tasks are based on direction provided to Kimley-Horn by the City during a field review meeting on July 17, 2024, for **US 301 & Geiger Road Intersection Improvements**.

II. Project Understanding

1. The City of Zephyrhills has requested design services for roadway and intersection improvements at US 301 & Geiger Road intersection to construct an eastbound right-turn lane along the west leg of Geiger Road. Total length of the turn lane improvements/widening including taper and transition is assumed to be 200 feet.
2. It is estimated that one (1) new or existing storm drains will need to be designed to accommodate for the roadway improvements/widening.
3. Since the proposed improvements encroach within FDOT roadway jurisdiction, FDOT permitting will be required including Drainage Connection permit due to drainage patterns.
4. Quality Level A Subsurface Utility Engineering (Locating): Provide a horizontal/vertical location of underground utilities at up to eight (8) locations as determined by the Engineer.
5. Geotechnical – Perform three (3) augur borings and one (1) pavement core.

III. Scope of Work

The following scope of work is summarized as follows:

Pursuant to your request, CONSULTANT has prepared the following Scope of Services and proposes the following tasks to the City of Zephyrhills (the "CITY").

Task 1 – Roadway Analysis

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Horizontal/Vertical Master Design Files: The CONSULTANT will design the geometrics using the Florida Greenbook, CITY and FDOT design standards that give proper consideration to the adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, and scope of work. The Florida Greenbook Standards (2018) will be followed.

Plan and Profile: The CONSULTANT will develop 60% and 100% design and plans. The horizontal alignment or plan portion will include as a minimum: mainline baseline and or centerline of construction with the proposed sidewalks, existing topography, existing and proposed right-of-way limits; begin and end transitions, begin and end project limits, and geometric parameters. Existing ground line will be shown as a reference in the profile portion. The profile stationing will depict formats with beginning and ending stations with intermediate tick marks matched with the plan portion along the alignment, or as close as possible in curved alignments. Cross drain(s) and or Design High Water(s) will be shown in the profile portion as well.

Cross Section Design Files: The CONSULTANT will establish and develop cross sections design files in accordance with the FDOT Design manual. Assume sections every 100 ft. intervals.

Traffic Control Analysis: The CONSULTANT will design a Traffic Control Plan to move vehicular and pedestrian traffic during construction. The design will include construction phasing of roadway ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations.

Design Documentation: The CONSULTANT will develop project specific design criteria which will be used to document design control elements for the preparation of the design plans.

Engineer's Estimate & Quantities: The CONSULTANT will prepare an estimate of probable construction costs for the design. The CONSULTANT will utilize existing cost data available from the CITY and/or FDOT Construction Contract History as applicable.

The CONSULTANT will prepare bid quantities that include bid items, which comprise the project design. Bid items will include reference to applicable CITY Measurement and Payment items. Bid proposal sheets to be included in the contract documents will be prepared by the

CITY based on the CONSULTANT'S quantities.

Preliminary bid quantities will be submitted with the 60% design review submittals. Final bid quantities will be submitted with the 100% design review submittal. Preliminary opinion of probable construction costs will be submitted with the 60% design review submittal. Final construction costs opinion based on the final bid quantities will be submitted with the 100% design review submittal. Construction costs are to be based on the most current costs obtained from the FDOT Construction Contract History and as confirmed by the CITY.

Roadway Field Reviews: The CONSULTANT will conduct one (1) field review of the corridor after the NTP, one (1) site review prior to the 60% plans submittal and will conduct one (1) additional site review prior to 100% plans submittal.

Quality Assurance/Quality Control: It is the CONSULTANT'S responsibility to independently and continually QA/QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

Task 2 – Drainage Analysis

Data Collection: The CONSULTANT will review existing plans to determine current drainage patterns and systems. The proposed construction will modify existing structures as practical and require minimal modifications of existing storm sewer, as needed to accommodate the proposed improvements.

Drainage Design: The drainage design will have the following features: consistent with requirements of FDOT, SWFWMD, USACOE, CITY and any other regulatory agencies which have jurisdiction over the project; additionally is consistent with requirements of the CITY Stormwater related criteria in the CITY's code of ordinance; utilizes existing facilities where possible; and is consistent with work being performed by other municipalities, regulatory agencies and private developments in the area. The CONSULTANT will be responsible for determining and coordinating with projects or work being performed or permitted in the area.

The CONSULTANT will conduct one (1) drainage field review and attend one (1) Technical meeting review with the CITY regarding drainage. Additional meetings may be required to coordinate with other agencies that have interest in the project or jurisdiction over any part of the project area.

The intent of the drainage design is to adjust/modify the existing drainage system where it is impacted by the placement of the widening. The CONSULTANT will review existing stormwater models and project information provided by the CITY or obtained from other jurisdictions and perform its own independent review of the existing information to develop drainage improvements and associated retrofits. It is anticipated that proposed storm sewer systems may be required, but limited as follows: preference will be given to providing drainage systems to accommodate widening and curb and gutter if proposed, improving the existing drainage system by providing inlets and short segments of storm sewer pipes to meet spread criteria, minor modifications to ditches, and/or connection to the existing storm sewer systems. Provision of

any volumetric stormwater storage required to meet Basins of Special Concern will be provided within the existing right of way with first preference being to provide the storage volume in swales, and if not practical, alternatives for underground storage will be provided for consideration. The storm water conveyance capacity of the existing facilities is not anticipated to be reduced.

Included in the drainage analysis is the preparation of working drainage maps (not to be included in the plans) to identify the drainage subareas within the project limits for use in sizing any new inlets and storm sewer pipes required. Exhibits demonstrating the additional impervious areas being added may also be required for the drainage documentation required for permitting.

To address Basins of Special Concern volumetric requirements, an alternatives technical memorandum will be provided for coordination with the CITY and design concurrence obtained prior to proceeding with the provision of additional stormwater volume storage required resulting from the increase in impervious areas from the proposed project area. The existing conditions and proposed design with calculations will be included in a drainage report. The drainage report will be submitted to the CITY and any other jurisdictional agencies for the purpose of review and approval, and if applicable, for obtaining permitting exemptions/exceptions as the work is expected to meet the agency criteria accordingly.

Task 3 – Roadway Plans

The CONSULTANT will prepare roadway design plans on 11"x17" sheets depicting the needed roadway improvements. The roadway improvement design plans will consist of the following sheets:

1. **Key Sheet**
2. **General Notes**
3. **Typical Sections** – Roadway typical section sheets will be prepared to illustrate the recommended roadway improvements.
4. **Drainage Map** – An overall drainage map depicting contributing basin areas, flow directions and existing and proposed collection system will be presented.
5. **Roadway Plan / Profile Sheets** – The plan / profile sheets will detail geometric design requirements, pavement resurfacing, pavement widening, turn lane additions, turnouts for intersecting streets/driveways, sidewalk, re-alignment in areas of pavement widening, drainage structure modifications, and erosion control measures.
6. **Intersection Details** – Where needed, the detailed grading improvements to intersections will be provided.
7. **Driveway Details** – Where necessary, the driveway details sheets will include information depicting the limits of driveway reconstruction, grading information and cross drain information for accommodation of existing residential and commercial driveway connections.
8. **Drainage Structure Sections and Tabulation** – Construction plan sheets providing a tabular listing of drainage structure ID's, FDOT Index references, pipe inverts and

pavement elevations and drainage structure sections for each drainage structure proposed for the project.

9. **Cross Sections** – Roadway cross sections will be developed at 100-foot intervals.

10. **Miscellaneous Detail sheets**

11. **Traffic Control Plan** - The CONSULTANT will provide a brief narrative of the traffic control requirements and the general conditions that the contractor must follow in preparing their own traffic control plan.

12. **Erosion Control / SWPPP Plans** – Erosion control plans will be prepared depicting site specific erosion control measures, as well as general notes, details and specifications for additional erosion control measures that may be needed depending on site conditions. It is assumed that these plans will constitute the Storm Water Pollution Prevention Plan (SWPPP) that the contractor will utilize during construction.

13. **Utility Adjustment Plans** – Based on information provided by the various wire utility providers in the corridor, proposed utility adjustments will be detailed in plan view on these sheets.

14. **Quantities** – Develop quantities consistent with CITY preferences and prepare an Opinion of Probable Costs (OPC). The OPC will be submitted with the 60% and 100% plans.

Note: The CONSULTANT does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the CITY wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. CONSULTANT's services required to bring costs within any limitation established by the CITY will be paid for as Additional Services.

15. **Submittals** – The CONSULTANT will submit electronically digital files of the roadway plans at 60% and 100% completion stage to the CITY. In addition, The ENGINEER will submit digital copies of the roadway plans at 60% to affected utility companies. Interim plan submittals will provide information generally consistent with the FDOT Design Manual Checklist for interim submittals. An electronic copy will be provided at the Final plan submittal.

Task 4 – Utility Coordination

The CONSULTANT will be coordinating its design work with public and private Utility Agencies/Organizations having existing and/or planned facilities within the limits of the project.

The CONSULTANT will provide the UAO's project plans and/or CAD files at the 60% and

100% complete design phases, as drafted by the CONSULTANT. During the 60% complete design phase, the UAO's will be instructed to return a set of plans to the CONSULTANT showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed. The CONSULTANT's utility coordination responsibilities will continue throughout the design process to assist with resolving potential utility conflicts.

Review and Acceptance – The CONSULTANT will be responsible for making necessary reviews and acceptance of utility related materials.

Task 5 - Permitting

The CONSULTANT will prepare permit applications, technical data and supporting documentation for permits to be submitted. The CONSULTANT will attempt to acquire the applicable state and federal permits for the proposed project including Southwest Florida Water Management ERP and FDOT Right-of-way permits. Upon completion of the 60% design phase, the CONSULTANT will contact the CITY to schedule pre-application meetings with applicable permitting agencies to identify specific permitting requirements for the project. The CONSULTANT will attend pre-application meetings with CITY staff. The CONSULTANT will provide written minutes of each meeting for CITY approval prior to distribution to attendees.

The CONSULTANT will visit the project site with respective regulatory agencies, as necessary, to determine the applicability of permits.

The CONSULTANT will prepare application forms, narratives, calculations, exhibits, permit drawings, etc. necessary for permit application submittals. The CONSULTANT will submit the completed draft permit applications to the CITY for review and signature after receiving and incorporating comments from the 60% design QC review, unless agreed upon otherwise by the CITY.

The CONSULTANT will prepare responses to agency requests for additional information (RAI), including completion of design revisions that may be required to secure the required permits, and provide draft response packages to CITY. The CONSULTANT will coordinate with CITY and the regulatory agencies to help to resolve permitting issues.

Task 6 – Signing and Pavement Marking Plans

Signing & Pavement Marking Analysis: The CONSULTANT will analyze and document Signing and Pavement Markings Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Reference and Master Design File – The CONSULTANT will prepare the Signing & Pavement Marking Design file to include necessary design elements and associated reference files.

Quantities – The CONSULTANT will provide quantity take off for the project at 60% Plans, 100% Plans and Final Plans for the signing and pavement marking component of the project.

The plan set will include the following sheets:

1. Notes and tabulation of quantities,
2. Signing and Pavement Marking plans,

Task 7 – Traffic Analysis

The CONSULTANT will review the specific location/intersection improvement as outlined by the CITY during the July 17, 2024, site visit. The traffic analysis included in this task will evaluate the improvement (i.e. geometric modifications and/or traffic control) and provided more detailed information for the ultimate design. For any turn lane recommendations, the total turn lane length will be determined, including the queue length and deceleration distance, using City, Pasco County, or Florida Department of Transportation (FDOT) design standards.

Task 8 – Survey/Subsurface Utility Engineering

The CONSULTANT's subconsultant topographic survey services will be performed within a well-defined area as shown on the subconsultant's attached exhibit. The limits are to extend from right-of-way (R/W) to R/W within the limits depicted in the attached exhibit. All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.. Survey services will include the following mapping of aboveground, visible and accessible infrastructure improvements:

- Set horizontal and vertical control throughout the project corridor for the purpose of collecting the topographic and subsurface utility engineering information.
- The survey will be based on the North American Datum of 1983, 2011 Adjustment (NAD83/2011), West Zone and the North American Vertical Datum of 1988 (NAVD 88).
- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.
- Collect aboveground and visible features and improvements, including surface evidence of utilities and underground utility information as identified by ECHO via subsurface utility engineering efforts.
- Collect all non-invasive trees measuring 4" or greater diameter at chest/breast height.
- Collect accessible gravity utilities including pipe size, material, and inverts within the project limits and include next upstream and downstream manhole and/or storm manhole/inlet. A note will be included on the survey for any structures that are not able to be detailed noting the reason. Fee includes survey of an additional six (6) drainage structures not within the limits of survey.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.

- Elevations will be shown to the nearest tenth of a foot (0.1') on natural ground or soft shots and the nearest one-hundredth (0.01') of a foot on paved or hard surfaces.
- Recover and tie down sufficient monumentation in the field to calculate the existing R/W. The R/W lines will be calculated based on recovered field monumentation and available record instruments (subdivision plats, R/W maps, deeds, etc.) and are to be considered approximate.

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

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

Quality Level A SUE (Locating): Expose utilities via minimally intrusive methods (e.g., use of vacuum excavation) to confirm their characteristics (e.g., type, size, material, direction, configuration). At the completion of each excavation (test hole) record all verifiable utility information, mark the utility location with the most appropriate method (e.g., wooden lathes, "X" mark on concrete, nail and disk on asphalt) and restore the field to as close as possible to its original conditions. The results will be surveyed and incorporated in the topographic survey file.

Deliverables will consist of:

- Digital CAD file in MicroStation or AutoCAD format.
- Test hole data sheets tabulating utility type, size, depth of cover, ground elevation and top of utility elevation.
- Signed and sealed survey in PDF format on 11x17 size sheets.

Task 9 – Geotechnical Services

The CONSULTANT's subconsultant will perform a study to obtain information on the general subsurface conditions at the proposed turn lane locations. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

1. Review soil information from the "Soil Survey of Pasco County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Mobilize personnel and equipment to the site. Coordinate utility clearances through Sunshine One Call.
2. Perform a subsurface exploration program consisting of the following:

Roadway Improvements

- Perform 7-foot auger borings within the proposed roadway widening limits. The auger borings will be performed to determine shallow soil types/suitability and estimate the Seasonal High Groundwater Table (SHGWT).
 - Perform pavement cores to determine the existing pavement section adjacent to the proposed new turn lanes.
3. Obtain a right-of-way use/temporary lane closure permit, as needed.
 4. Provide Maintenance of Traffic (MOT) in accordance with the FDOT Standard Plans.
 5. Measure and record groundwater levels, where encountered.
 6. Asphalt patch pavement core and boring locations completed within the roadway in accordance with FDOT requirements.
 7. Visually classify the samples in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Classification System.
 8. Conduct laboratory testing on select soil samples to confirm the visual classification and estimate engineering properties.
 9. Prepare a geotechnical report signed and sealed by a professional geotechnical engineer that summarizes the course of study pursued, the field data generated, laboratory test results, subsurface conditions encountered and our engineering recommendations in accordance with the scope of services presented herein.

Task 10 – Project General/Meetings

Project coordination activities will be undertaken throughout the project that will include the following:

1. *Project Setup*: The CONSULTANT will establish project files, project work plan, initiating accounting system.
2. *Kick-off Meeting*: The CONSULTANT will participate in a kick-off meeting with the CITY FDOT and the project team.
3. *Progress Meetings*: The CONSULTANT will meet with the CITY to review the progress of work, to conduct project reviews and to coordinate with utility companies. The CONSULTANT will maintain the project schedule and review/update the schedule at each progress meeting. One (1) progress meeting are budgeted for this project.
4. *Progress Reports and Invoices*: The CONSULTANT will prepare a monthly progress report to be included with the monthly invoice.

5. **Specifications Package Preparation:** The CONSULTANT will assist the CITY in preparation of a complete specifications package. The CONSULTANT will provide all applicable Technical Special Provisions and review of all required CITY and FDOT supplemental specifications for all items and areas of work. The CONSULTANT will utilize the appropriate CITY approved pay item structure.
6. **Project Coordination Meetings:** The CONSULTANT will attend three (3) coordination meetings with stakeholders and impacted property owners.
7. **Bid Package and Constructability Review:** The CONSULTANT will provide a Peer Review as follows:
 1. Perform a constructability review as part of the 60% and 100% Plans review. This process will include providing decisions and directions and documentation of decisions, assumptions and recommendations.
 2. Perform a bid package review as part of the 100% Plans review. This process will include providing decisions and directions and documentation of decisions, assumptions and recommendations.

IV. Additional Services

Any services not included in the scope of work, such as design of public utility relocations or the coordination of the public involvement tasks, can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed upon prior to their performance.

V. Compensation

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

Task No.	Description	Lump Sum Labor
1	Roadway Analysis	\$17,960
2	Drainage Analysis	\$16,833
3	Roadway Plans	\$16,800
4	Utility Coordination	\$5,290
5	Permitting	\$18,020
6	Signing and Pavement Marking Plans	\$7,317
7	Traffic Analysis	\$5,000
8	Survey/ Subsurface Utility Engineering	\$23,721
9	Geotechnical Services	\$8,226

10	Project General/Meetings	\$9,045
	Total Fee	\$128,211

VI. Schedule

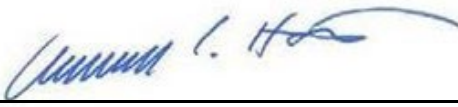
Kimley-Horn will provide services as expeditiously as possible to meet a mutually agreed upon schedule.

VII. Other Provisions

All provisions contained in the Continuing Service Contract Engineering Services Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By: _____

By: _____

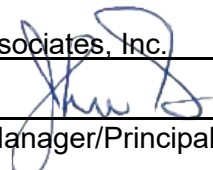
Print Name: Christopher Hatton, P.E.

Print Name: William Poe

Title: Principal

Title: City Manager

Kimley-Horn and Associates, Inc.

Witness: _____
Project Manager/Principal

Attest: _____
City Clerk

CONSENT ITEMS 2.10

Approval of Kimley-Horn Work Order NO. 24-162
North Avenue & 8th St Intersection Improvements

Issue:

Background:

Consultants to prepare design improvements at the intersection of 8th St and North Ave including a southbound right-turn lane along the north leg of 8th Street. A task work order is attached with additional details / scope.

Attachment(s):

1. Work Order 24-162 Noth Ave_8th Design_Signed

Fiscal Impact:

\$101,013 - Funding to come from dollars budgeted for current fiscal year.

Staff Recommendation:

Approval

WORK ORDER NO. 24-162
Pursuant to Continuing Service Contract Engineering Services
Agreement Between
City of Zephyrhills and Kimley-Horn and Associates, Inc.
for Professional Services

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

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

I. General Scope of this Work Order

The Consultant will provide professional and technical services requested by the City. The following tasks are based on direction provided to Kimley-Horn by the City during a field review meeting on July 17, 2024 for **North Avenue & 8th Street Intersection Improvements**.

II. Project Understanding

1. The City of Zephyrhills has requested design services for roadway and intersection improvements at North Avenue & 8th Street intersection to construct a southbound right-turn lane along the north leg of 8th Street. Total length of the turn lane improvements/widening including taper and transition is assumed to be 200 feet.
2. It is estimated that three (3) new or existing storm drains will need to be designed to accommodate for the roadway improvements/widening.
3. Quality Level A Subsurface Utility Engineering (Locating): Provide a horizontal/vertical location of underground utilities at up to eight (8) locations as determined by the Engineer.
4. Geotechnical – Perform three (3) augur borings and one (1) pavement core.

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Drainage Design: The drainage design will have the following features: consistent with requirements of FDOT, SWFWMD, USACOE, CITY and any other regulatory agencies which have jurisdiction over the project; additionally is consistent with requirements of the CITY Stormwater related criteria in the CITY's code of ordinance; utilizes existing facilities where possible; and is consistent with work being performed by other municipalities, regulatory agencies and private developments in the area. The CONSULTANT will be responsible for determining and coordinating with projects or work being performed or permitted in the area.

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The intent of the drainage design is to adjust/modify the existing drainage system where it is impacted by the placement of the widening. The CONSULTANT will review existing stormwater models and project information provided by the CITY or obtained from other jurisdictions and perform its own independent review of the existing information to develop drainage improvements and associated retrofits. It is anticipated that proposed storm sewer systems may be required, but limited as follows: preference will be given to providing drainage systems to accommodate widening and curb and gutter if proposed, improving the existing drainage system by providing inlets and short segments of storm sewer pipes to meet spread criteria, minor modifications to ditches, and/or connection to the existing storm sewer systems. Provision of any volumetric stormwater storage required to meet Basins of Special Concern will be provided within the existing right of way with first preference being to provide the storage volume in swales,

and if not practical, alternatives for underground storage will be provided for consideration. The storm water conveyance capacity of the existing facilities is not anticipated to be reduced.

Included in the drainage analysis is the preparation of working drainage maps (not to be included in the plans) to identify the drainage subareas within the project limits for use in sizing any new inlets and storm sewer pipes required. Exhibits demonstrating the additional impervious areas being added may also be required for the drainage documentation required for permitting.

To address Basins of Special Concern volumetric requirements, an alternatives technical memorandum will be provided for coordination with the CITY and design concurrence obtained prior to proceeding with the provision of additional stormwater volume storage required resulting from the increase in impervious areas from the proposed project area. The existing conditions and proposed design with calculations will be included in a drainage report. The drainage report will be submitted to the CITY and any other jurisdictional agencies for the purpose of review and approval, and if applicable, for obtaining permitting exemptions/exceptions as the work is expected to meet the agency criteria accordingly.

Task 3 – Roadway Plans

The CONSULTANT will prepare roadway design plans on 11"x17" sheets depicting the needed roadway improvements. The roadway improvement design plans will consist of the following sheets:

1. **Key Sheet**
2. **General Notes**
3. **Typical Sections** – Roadway typical section sheets will be prepared to illustrate the recommended roadway improvements.
4. **Drainage Map** – An overall drainage map depicting contributing basin areas, flow directions and existing and proposed collection system will be presented.
5. **Roadway Plan / Profile Sheets** – The plan / profile sheets will detail geometric design requirements, pavement resurfacing, pavement widening, turn lane additions, turnouts for intersecting streets/driveways, sidewalk, re-alignment in areas of pavement widening, drainage structure modifications, and erosion control measures.
6. **Intersection Details** – Where needed, the detailed grading improvements to intersections will be provided.
7. **Driveway Details** – Where necessary, the driveway details sheets will include information depicting the limits of driveway reconstruction, grading information and cross drain information for accommodation of existing residential and commercial driveway connections.
8. **Drainage Structure Sections and Tabulation** – Construction plan sheets providing a tabular listing of drainage structure ID's, FDOT Index references, pipe inverts and pavement elevations and drainage structure sections for each drainage structure proposed for the project.

9. **Cross Sections** – Roadway cross sections will be developed at 100-foot intervals.
10. **Miscellaneous Detail sheets**
11. **Traffic Control Plan** - The CONSULTANT will provide a brief narrative of the traffic control requirements and the general conditions that the contractor must follow in preparing their own traffic control plan.
12. **Erosion Control / SWPPP Plans** – Erosion control plans will be prepared depicting site specific erosion control measures, as well as general notes, details and specifications for additional erosion control measures that may be needed depending on site conditions. It is assumed that these plans will constitute the Storm Water Pollution Prevention Plan (SWPPP) that the contractor will utilize during construction.
13. **Utility Adjustment Plans** – Based on information provided by the various wire utility providers in the corridor, proposed utility adjustments will be detailed in plan view on these sheets.
14. **Quantities** – Develop quantities consistent with CITY preferences and prepare an Opinion of Probable Costs (OPC). The OPC will be submitted with the 60% and 100% plans.
Note: The CONSULTANT does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the CITY wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. CONSULTANT's services required to bring costs within any limitation established by the CITY will be paid for as Additional Services.
15. **Submittals** – The CONSULTANT will submit electronically digital files of the roadway plans at 60% and 100% completion stage to the CITY. In addition, The ENGINEER will submit digital copies of the roadway plans at 60% to affected utility companies. Interim plan submittals will provide information generally consistent with the FDOT Design Manual Checklist for interim submittals. An electronic copy will be provided at the Final plan submittal.

Task 4 – Utility Coordination

The CONSULTANT will be coordinating its design work with public and private Utility Agencies/Organizations having existing and/or planned facilities within the limits of the project.

The CONSULTANT will provide the UAO's project plans and/or CAD files at the 60% and 100% complete design phases, as drafted by the CONSULTANT. During the 60% complete design phase, the UAO's will be instructed to return a set of plans to the CONSULTANT

showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed. The CONSULTANT's utility coordination responsibilities will continue throughout the design process to assist with resolving potential utility conflicts.

Review and Acceptance – The CONSULTANT will be responsible for making necessary reviews and acceptance of utility related materials.

Task 5 - Permitting

The CONSULTANT will prepare permit applications, technical data and supporting documentation for permits to be submitted. The CONSULTANT will attempt to acquire the applicable state and federal permits for the proposed project including Southwest Florida Water Management ERP and FDOT Right-of-way permits. Upon completion of the 60% design phase, the CONSULTANT will contact the CITY to schedule pre-application meetings with applicable permitting agencies to identify specific permitting requirements for the project. The CONSULTANT will attend pre-application meetings with CITY staff. The CONSULTANT will provide written minutes of each meeting for CITY approval prior to distribution to attendees.

The CONSULTANT will visit the project site with respective regulatory agencies, as necessary, to determine the applicability of permits.

The CONSULTANT will prepare application forms, narratives, calculations, exhibits, permit drawings, etc. necessary for permit application submittals. The CONSULTANT will submit the completed draft permit applications to the CITY for review and signature after receiving and incorporating comments from the 60% design QC review, unless agreed upon otherwise by the CITY.

The CONSULTANT will prepare responses to agency requests for additional information (RAI), including completion of design revisions that may be required to secure the required permits, and provide draft response packages to CITY. The CONSULTANT will coordinate with CITY and the regulatory agencies to help to resolve permitting issues.

Task 6 – Signing and Pavement Marking Plans

Signing & Pavement Marking Analysis: The CONSULTANT will analyze and document Signing and Pavement Markings Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Reference and Master Design File – The CONSULTANT will prepare the Signing & Pavement Marking Design file to include necessary design elements and associated reference files.

Quantities – The CONSULTANT will provide quantity take off for the project at 60% Plans, 100% Plans and Final Plans for the signing and pavement marking component of the project.

The plan set will include the following sheets:

1. Notes and tabulation of quantities,
2. Signing and Pavement Marking plans,

Task 7 – Traffic Analysis

The CONSULTANT will review the specific location/intersection improvement as outlined by the CITY during the July 17, 2024, site visit. The traffic analysis included in this task will evaluate the improvement (i.e. geometric modifications and/or traffic control) and provided more detailed information for the ultimate design. For any turn lane recommendations, the total turn lane length will be determined, including the queue length and deceleration distance, using City, Pasco County, or Florida Department of Transportation (FDOT) design standards.

Task 8 – Survey/Subsurface Utility Engineering

The CONSULTANT's subconsultant topographic survey services will be performed within a well-defined area as shown on the subconsultant's attached exhibit. The limits are to extend from right-of-way (R/W) to R/W within the limits depicted in the attached exhibit. All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.. Survey services will include the following mapping of aboveground, visible and accessible infrastructure improvements:

- Set horizontal and vertical control throughout the project corridor for the purpose of collecting the topographic and subsurface utility engineering information.
- The survey will be based on the North American Datum of 1983, 2011 Adjustment (NAD83/2011), West Zone and the North American Vertical Datum of 1988 (NAVD 88).
- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.
- Collect aboveground and visible features and improvements, including surface evidence of utilities and underground utility information as identified by ECHO via subsurface utility engineering efforts.
- Collect all non-invasive trees measuring 4" or greater diameter at chest/breast height.
- Collect accessible gravity utilities including pipe size, material, and inverts within the project limits and include next upstream and downstream manhole and/or storm manhole/inlet. A note will be included on the survey for any structures that are not able to be detailed noting the reason. Fee includes survey of an additional six (6) drainage structures not within the limits of survey.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Elevations will be shown to the nearest tenth of a foot (0.1') on natural ground or soft shots and the nearest one-hundredth (0.01') of a foot on paved or hard surfaces.
- Recover and tie down sufficient monumentation in the field to calculate the existing R/W. The R/W lines will be calculated based on recovered field monumentation and available

record instruments (subdivision plats, R/W maps, deeds, etc.) and are to be considered approximate.

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

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

Quality Level A SUE (Locating): Expose utilities via minimally intrusive methods (e.g., use of vacuum excavation) to confirm their characteristics (e.g., type, size, material, direction, configuration). At the completion of each excavation (test hole) record all verifiable utility information, mark the utility location with the most appropriate method (e.g., wooden lathes, "X" mark on concrete, nail and disk on asphalt) and restore the field to as close as possible to its original conditions. The results will be surveyed and incorporated in the topographic survey file.

Deliverables will consist of:

- Digital CAD file in MicroStation or AutoCAD format.
- Test hole data sheets tabulating utility type, size, depth of cover, ground elevation and top of utility elevation.
- Signed and sealed survey in PDF format on 11x17 size sheets.

Task 9 – Geotechnical Services

The CONSULTANT's subconsultant will perform a study to obtain information on the general subsurface conditions at the proposed turn lane locations. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

1. Review soil information from the "Soil Survey of Pasco County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Mobilize personnel and equipment to the site. Coordinate utility clearances through Sunshine One Call.
2. Perform a subsurface exploration program consisting of the following:

Roadway Improvements

- Perform 7-foot auger borings within the proposed roadway widening limits. The auger borings will be performed to determine shallow soil types/suitability and estimate the Seasonal High Groundwater Table (SHGWT).

- Perform pavement cores to determine the existing pavement section adjacent to the proposed new turn lanes.
- 3. Obtain a right-of-way use/temporary lane closure permit, as needed.
- 4. Provide Maintenance of Traffic (MOT) in accordance with the FDOT Standard Plans.
- 5. Measure and record groundwater levels, where encountered.
- 6. Asphalt patch pavement core and boring locations completed within the roadway in accordance with FDOT requirements.
- 7. Visually classify the samples in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Classification System.
- 8. Conduct laboratory testing on select soil samples to confirm the visual classification and estimate engineering properties.
- 9. Prepare a geotechnical report signed and sealed by a professional geotechnical engineer that summarizes the course of study pursued, the field data generated, laboratory test results, subsurface conditions encountered and our engineering recommendations in accordance with the scope of services presented herein.

Task 10 – Project General/Meetings

Project coordination activities will be undertaken throughout the project that will include the following:

1. *Project Setup*: The CONSULTANT will establish project files, project work plan, initiating accounting system.
2. *Kick-off Meeting*: The CONSULTANT will participate in a kick-off meeting with the CITY FDOT and the project team.
3. *Progress Meetings*: The CONSULTANT will meet with the CITY to review the progress of work, to conduct project reviews and to coordinate with utility companies. The CONSULTANT will maintain the project schedule and review/update the schedule at each progress meeting. One (1) progress meeting are budgeted for this project.
4. *Progress Reports and Invoices*: The CONSULTANT will prepare a monthly progress report to be included with the monthly invoice.
5. *Specifications Package Preparation*: The CONSULTANT will assist the CITY in preparation of a complete specifications package. The CONSULTANT will provide all applicable Technical Special Provisions and review of all required CITY and FDOT supplemental specifications for all items and areas of work. The CONSULTANT will utilize

the appropriate CITY approved pay item structure.

6. Project Coordination Meetings: The CONSULTANT will attend one (1) coordination meetings with stakeholders and impacted property owners.
7. Bid Package and Constructability Review: The CONSULTANT will provide a Peer Review as follows:
 1. Perform a constructability review as part of the 60% and 100% Plans review. This process will include providing decisions and directions and documentation of decisions, assumptions and recommendations.
 2. Perform a bid package review as part of the 100% Plans review. This process will include providing decisions and directions and documentation of decisions, assumptions and recommendations.

IV. Additional Services

Any services not included in the scope of work, such as design of public utility relocations or the coordination of the public involvement tasks, can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed upon prior to their performance.

V. Compensation

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

Task No.	Description	Lump Sum Labor
1	Roadway Analysis	\$14,754
2	Drainage Analysis	\$13,767
3	Roadway Plans	\$14,314
4	Utility Coordination	\$5,290
5	Permitting	\$2,740
6	Signing and Pavement Marking Plans	\$4,649
7	Traffic Analysis	\$5,000
8	Survey/ Subsurface Utility Engineering	\$23,721
9	Geotechnical Services	\$8,226
10	Project General/Meetings	\$8,550
	Total Fee	\$101,013

VI. Schedule

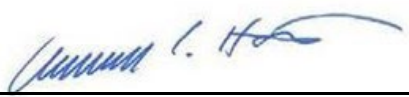
Kimley-Horn will provide services as expeditiously as possible to meet a mutually agreed upon schedule.

VII. Other Provisions

All provisions contained in the Continuing Service Contract Engineering Services Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By:  _____

By: _____

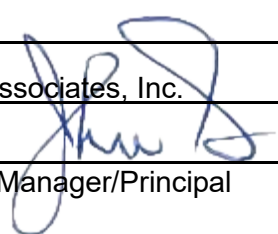
Print Name: Christopher Hatton, P.E.

Print Name: William Poe

Title: Principal

Title: City Manager

Kimley-Horn and Associates, Inc.

Witness:  _____
Project Manager/Principal

Attest: _____
City Clerk

CONSENT ITEMS 2.11

Approval of Utility Agreement 45-24-30

Handy Food Stores

Issue:

Request Council approval for Council President to sign the agreement arising out of a request for city water services outside corporate limits.

Background:

The property is located outside the city limits, but within our utility service area. The property is located at the SE corner of County Road 54 and 23rd Street.

Attachment(s):

1. Utility Agreement 45-24-30 for Handy Food Stores

Fiscal Impact:

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

Staff Recommendation:

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

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 4th day of September, 2024, between Handy Food Stores Inc c/o Handy #68 hereinafter referred to as parties of the first part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

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

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

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

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

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

Physical Address: 39012 County Road 54, Zephyrhills FL 33542

Parcel Identification Number: 01 26 21 0010 077200 0010

Legal Description: ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 WEST 210.00 FT TRACT 72 LESS WEST 10.00 FT & LESS NORTH 35.00 FT FOR RD R/W & LESS WEST 5.00 FT THEREOF OR 1322 PG 284 OR 1556 PG 1374

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

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

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

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

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

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

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

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

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

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

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

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

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or
2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

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

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

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

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

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

CITY OF ZEPHYRHILLS

ATTEST
CITY CLERK

BY: PRESIDENT OF CITY COUNCIL

BY: MAYOR

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared
Kenneth M. Burgess, Jr., President of City Council, Melonie Monson Bahr, Mayor and Lori L. Hillman, City Clerk, respectively, known by me to be the persons described in and who executed the foregoing agreement on behalf of the City of Zephyrhills.

WITNESS my hand and official seal in the State and County aforesaid this ____ day of _____, 20____.

(SEAL)

Witness Signature
Witness Printed Name
Witness Signature
Witness Printed Name
Witness Signature
Witness Printed Name
Witness Signature
Witness Printed Name

NOTARY PUBLIC
My Commission Expires:

Applicant Signature
Applicant Printed Name
Applicant Signature
Applicant Printed Name

STATE OF FLORIDA
COUNTY OF PASCO Hillsborough

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

WITNESS my hand and official seal in the State and County aforesaid this 5 day of September, 2024.

(SEAL)



NOTARY PUBLIC
My Commission Expires:

CONSENT ITEMS 2.12

2024 Audit Engagement Letter No. 37-24-12 with DG Perry - One Year Extension for City Audit Services

Issue:

Authorizing DG Perry PLLC to conduct the City's 2024 Fiscal Year Audit.

Background:

DG Perry PLLC has audited the City for a number of years and has offered to continue their audit engagement for one year. The staff recommends continuation of the engagement at the proposed price of \$49,520 for the City as a whole. DG Perry completed the 2023 audit on time to meet the Florida Auditor General's June 30 deadline. They worked well with the staff, examining our records and accommodating our schedules.

Attachment(s):

1. City of Zephyrhills engagement letter

Fiscal Impact:

Budgeted for Fiscal Year 2025 - \$49,520

Staff Recommendation:

The staff recommends approval of DG Perry PLLC engagement letter.

Audit Engagement Letter

September 16, 2024

To the City Council, City Manager, and Finance Director
City of Zephyrhills, Florida

We are pleased to confirm our understanding of the services we are to provide City of Zephyrhills, Florida, for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Zephyrhills, Florida (the City), as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Zephyrhills, Florida's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Zephyrhills, Florida's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) GASB required supplementary Other Post Employment Benefit (OPEB) information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of federal and/or state awards

In connection with our audit of the basic financial statements, we will read other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If,

based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Governmental Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of

laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning;

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks. We have identified revenue from Federal and State grants as a revenue stream considered as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

At the beginning of our Engagement with a client, our policy is to describe the manner in which we will bill for services and disbursements. We believe that a clear understanding of those matters helps maintain a harmonious professional relationship. We encourage you to consider the matters set forth in this Engagement Letter and the attached and incorporated Standard Terms and Conditions of Engagement, and to raise with us any questions that you may have now or later about its contents. Your agreement to this Engagement Letter constitutes your acceptance of, and agreement to, the attached and incorporated Standard Terms and Conditions of Engagement. We may provide you with a questionnaire or other documents requesting specific information. Completing those forms will assist us in making sure you are well served for a reasonable fee. We will not be obligated to verify the information you provide to us; however, we may request from you additional clarification of some information.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional misstatements, misrepresentation, or override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform

the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards,, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of the audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 2, 2024.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings,

conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of DG Perry and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any federal or state agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bodine Perry personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties or their designees may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the other parties. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Marci Reutimann, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately December 2, 2024, and to issue our reports no later than April 30, 2025.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$48,000. A fee of \$95 per lease per year will be charged as lease software costs. The current estimated cost for this is \$1,520. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on

anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

It is our understanding that the City will prepare the State Auditor General's Annual Financial Report (AFR). We will review the AFR to insure it agrees with the audited financial statements.

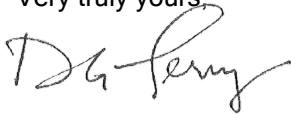
Reporting

We will issue a written report upon completion of our Single Audit. Our report will be addressed to the City Council, City Manager, and Finance Director of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may have to withdraw from this engagement.

The Governmental Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of the testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Zephyrhills, Florida, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



DG Perry PLLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Zephyrhills, Florida.

Management signature: _____

Title: _____ City Manager, William Poe

Date: _____ September 23, 2024

Governance signature: _____

Title: _____ Council President, Kenneth M. Burgess Jr.

Date: _____ September 23, 2024



Standard Terms and Conditions of Engagement

Introduction. We appreciate your decision to retain DG Perry PLLC (the "Firm"). The purpose of this attachment is to explain our relationship with you, and to set forth our Terms and Conditions of Engagement. We urge you to call us any time that you have a question relating to any of these matters. We strive to have satisfied clients and your satisfaction is very important to us. Your agreement to the Engagement Letter to which these Terms and Conditions of Engagement are attached constitutes your acceptance of the following terms and conditions. Certain terms not otherwise defined in these Standard Terms and Conditions of Engagement have the meanings ascribed to them in the Engagement Letter to which these Standard Terms and Conditions of Engagement are attached.

Scope of Engagement. You may limit or expand the scope of our Engagement from time to time, provided that any substantial expansion must first be agreed to by us in writing. If our services are extended to other matters for you, the provisions of the Engagement Letter and these Standard Terms and Conditions of Engagement will apply to those matters unless some other mutual understanding is set forth in writing.

Statements of Account; Payment; Delinquency. You will receive periodic statements of account detailing work performed on your behalf, unless sooner requested by you. Payment of any fees will be due within thirty (30) days of the fee for services account statement date. Amounts not paid within thirty (30) days from the invoice date will be subject to a late payment charge of 1.5% per month (18% per year). In the unlikely event of a serious delinquency in payment for our services, you will be responsible for attorneys' fees and costs should collection activities become necessary, plus interest at the highest rate permissible under Florida law.

Hourly Rates. Unless stated otherwise in the Engagement Letter, our fees services will be based in part upon the amount of time required at our standard billing rates for the personnel working on the engagement. A full schedule of our current fee rates is available upon request. Our hourly rates are subject to review and adjustment from time to time. Any changes in hourly rates are applied only on a prospective basis. Our CPA's, accountants and other personnel will record time spent on your behalf in one-tenth hour increments.

Out of Pocket Expenses, Etc. You will be responsible for our out-of-pocket expenses and disbursements made on your behalf and our internal charges (which may represent or include allocation of fixed costs and may exceed direct costs) for certain support activities, including filing fees, wire charges, and internal charges for certain items (which may reflect an allocation of fixed cost). For purposes of illustration rather than limitation, our internal charges typically cover such items as international long distance telephone calls, messenger and delivery services (including overnight delivery services and postage), printing and data services, virtual data rooms, allocated and/or billed costs for computer research or database access, results and related services and charges, and photocopying or printing materials sent to you or third parties or required for our use.

Reimbursement Related to Compliance with Subpoenas, Etc. In the event that we receive a subpoena or other legal process in an action or proceeding in which the Firm is not a party, which subpoena or other legal process seeks testimony, documents or information related to the services provided pursuant to this Engagement Letter, you agree to reimburse us for all costs and expenses (including reasonable legal fees and costs) associated with providing such testimony, documents or information, including any time expended at the Firm's then-standard rates. You also agree to pay any and all expenses that we incur (including, without limitation, reasonable legal fees and any time expended at the Firm's then-standard rates), incurred in connection with efforts to protect any communications as privileged.

Termination of Engagement. You shall have the right to terminate the Firm's services at any time, and the Firm shall have the right to resign at any time, subject in either case to payment for all charges incurred to the date of termination or resignation. In the event you or the Firm exercises the right to terminate the Firm's services, such termination shall be in writing and shall be effective upon delivery by mail, overnight mail or e-mail transmission. Any termination of this Engagement will release the Firm from any obligation to complete or file your return. Unless the Firm's Engagement is sooner terminated by the Firm or you, the Firm's Engagement shall end upon the earlier of (i) delivery of the final work product for which the Firm has been engaged, or (ii) where applicable, filing of the final work product for which the Firm has been engaged; provided, however, to the extent that the services provided in accordance with this Engagement Letter cover more than one audit, tax or fiscal year, each such year for which such services are provided shall constitute a separate and distinct Engagement, with each Engagement ending on the earlier of (a) delivery of the final work product for which the Firm has been engaged, or (b) where applicable, filing of the final work product for which the Firm has been engaged. In the event no final work product is delivered or filed, the Engagement shall end on the later of (1) if services are for a specific calendar/tax year, the last date of the tax year for which the services were provided, (2) the last date on which the services were provided, or (3) date on which the last invoice for the services was issued, not including any subsequent account payable reminder, revised bill, or other communications concerning completed services.

Employment of Staff. You acknowledge that the Firm has made substantial investments in recruiting, screening, and training its employees and professional staff. In the event you hire, employ, or engage an employee or member of the Firm's professional staff during the term of our Engagement, or within twenty-four (24) months after termination of this Agreement for any reason, and such hiring, employment or engagement is without the Firm's prior written consent (which the Firm shall be entitled to withhold in its exclusive discretion), you agree to pay a fee equal to the annual compensation most recently paid to the individual by the Firm. Such fee is payable when the employee accepts the position.

No Investigation for Discovery of Defalcations or Other Irregularities. You hereby acknowledge and agree that you are expressly not relying on us to investigate the character, background, solvency or creditworthiness of persons with whom you may be dealing, or to advise you about changes in the law that might affect you, unless otherwise specified in the Engagement Letter. You additionally agree that the Firm's work in connection with the preparation of the tax return(s) does not include any procedures designed to discover defalcations, embezzlement, fraud or other irregularities, should any exist, and that our Firm shall not be relied upon to disclose errors, fraudulent reporting, misappropriation of assets or illegal acts that may have occurred. You agree that you shall be exclusively responsible for preventing and detecting fraud. Any tax and informational returns prepared by our Firm will be prepared solely from information provided to us by you without verification by us, although we may ask you for clarification or additional data.

Information Discovered Regarding Prior-Year Returns. In the event that, during the course of the Firm's Engagement, we discover information that affects prior-year tax returns, we will make you aware of these facts. However, the Firm shall not be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, you agree to contact us to discuss the best resolution of the issue, including, without limitation, the preparation by our Firm of appropriate amended returns as a separate Engagement.

Client Responsibilities; Necessary Information. You agree to cooperate fully with us. You also agree to pay our statements for services and expenses in accordance with this Engagement Letter. You hereby agree that you and any other entities affiliated with you will furnish us promptly with all information that we deem to be reasonably required to perform the services described in our Engagement Letter, including financial statements from qualified accountants and auditors, as appropriate, and documents prepared by other CPA's and/or accountants engaged or employed by you in connection with prior or other matters. You agree and acknowledge that the accuracy and completeness of any tax return, information return or document prepared by us is dependent upon your conveyance to us of all material facts and information necessary. You hereby represent and warrant that any material, information, reports and financial statements, whether rendered orally or in writing, furnished by you or your behalf is and will be accurate, and that we may rely on the truth or accuracy of such information without investigation. You agree and acknowledge that you shall: (i) be responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure to us of all relevant facts affecting any return(s); (ii) have final responsibility for any tax return prepared by the Firm and, therefore, the appropriate person(s) (in the case of a business entity, the owners, directors, officers, managers, etc. as applicable) should review the return carefully before an authorized officer approves, signs or files it; (iii) be responsible for assuming all management responsibilities, and for overseeing any services we provide by designating an individual who possesses suitable skill, knowledge, or experience; (iv) be responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of the Firm's services; (v) be responsible for providing to us all information necessary for us to identify all states and non-U.S. jurisdictions (if any) in which you transact business and/or derive income; and (vi) be responsible for any required documentation of expenses and deductions for travel, entertainment, gift, and business usage of vehicles and computers, for which documentation we as a matter of course rely on your representations to us.

Other State Filing Requirements. In the event we file no state tax return, or we file one or more state tax returns, we are under no duty to review the information you provide to determine whether you may have a filing obligation with any state or another state, as the case may be. If we become aware of any other filing requirement, we will inform you of the obligation and may prepare the appropriate returns at your request as a separate engagement for professional services.

Non-U.S. Returns. In the event you have derived income from a non-U.S. jurisdiction, we will use the income information that you provide to calculate any applicable federal or state foreign tax credit or other affected federal or state income tax items. However, you shall be responsible for meeting any non-U.S. income tax or other non-U.S. reporting requirements.

Information Returns for Non-U.S. Interests and Activities. In the event you have a financial interest in, or signature authority over, any non-U.S. financial account having an aggregate value exceeding \$10,000 at any time during the calendar year, you are responsible for providing our Firm with all the information necessary to prepare and file a Report of Foreign Bank and Financial Accounts (FBAR) (FinCen Form 114). In addition, the Internal Revenue Service requires other information returns on certain foreign interests or activities. You are responsible for providing our Firm with all the information necessary to prepare and file such information returns, including, without limitation, regarding any non-U.S. corporations, partnerships or other entities owned by you (in whole or in part), any beneficial interests held by you in non-U.S. trusts, and any gifts received by you from any non-U.S. person or trust.

Communication with the Firm; Client Portal. Our Firm communicates with its clients by personal contact, telephone, mail, fax, e-mail, text messaging, file management sites/virtual data rooms and other means and methods. You should be aware that communication by e-mail and other electronic means of communication is not a secure means of communication and it is possible that others may have access to our and your communications by these methods. If you have confidentiality concerns about communication by e-mail or other communication methods and prefer not to utilize one or more such methods of communication, please let us know and we will respect your wishes. Unless we are notified otherwise, you hereby confirm that we are authorized to send communications to the above-captioned e-mail address and such other e-mail and telephone numbers from which we receive communications from you. The Firm may transmit or receive information through other electronic means, including through the Firm's secure portal. You agree to at all times comply with the terms of use of the Firm's portal and shall only permit authorized users to access information through the portal. In the event that you create one or more user accounts to access documents transmitted through the portal, you agree to notify the Firm to disable any user account for which an individual(s) is no longer authorized to access client information transmitted through the Firm's client portal.

Files. During the course of Engagement, we will provide you with copies of documents that we receive or generate on your behalf, other than handwritten notes and documents that you send to us. Please keep these documents, as they will be tendered to you as your copy of the file. At the conclusion of the Engagement, if requested, we will return to you any original documents that you provided to us that were not previously returned to you. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of such documents or other materials retained by us seven (7) years after the termination of the Engagement, in accordance with the Firm's document retention policies. All work papers prepared in conjunction with this Engagement are confidential and are the sole property of the Firm.

Client Information and Confidentiality. In accordance with the AICPA Code of Professional Conduct and applicable federal, state and local rules, the Firm will not disclose your confidential client information without your consent, except that the Firm shall be permitted to disclose confidential client information: (i) to any government agency or regulatory body to the extent and in the form or manner necessary or required to comply with any rule, regulation or order of such government agency or regulatory order, or (ii) pursuant to subpoena or other legal process. The Firm utilizes appropriate safeguards, policies and procedures to maintain the confidentiality of confidential client information. In the event that the Firm uses third-party service providers to assist in providing professional services, the Firm may share confidential client information with these service providers. The Firm requires that such third-party service providers utilize appropriate safeguards and procedures to protect confidential client information. You hereby consent to disclosure of confidential client information to third-party service providers for the purpose of the third-party service provider assisting with the services provided pursuant to this Engagement Letter.

Preparation and Disclosure Standards. The Internal Revenue Code and Treasury Regulations impose certain preparation and disclosure standards with non-compliance penalties on both the preparer of a tax return and on the taxpayer. To avoid exposure to these penalties, it may be necessary in some cases to make certain disclosures to you and/or in the tax return concerning positions taken on the return that do not meet these standards. The Firm will advise you if the Firm identifies such a situation, and the Firm will discuss those tax positions that may increase the risk of exposure to penalties and any recommended disclosures with you before completing the preparation of the return. If the Firm concludes that we are obligated to disclose a position and you refuse to permit the disclosure, the Firm reserves the right to withdraw from the Engagement. Likewise, where we disagree about the obligation to disclose a position, you also have a right to choose another professional to prepare your return. In either event, you agree to compensate us for our services to the date of withdrawal. Our Engagement with you will terminate upon our withdrawal.

Limited Authorization to Discuss Return with Internal Revenue Service. In general, the Internal Revenue Service permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date, if such return was prepared by us. Your consent to such a discussion is evidenced by checking a box on the return. Unless you inform us otherwise, we will check that box authorizing the Internal Revenue Service to discuss your return with us. The fees for our Engagement do not include responding to inquiries or information requests from the Internal Revenue Service.

Audits and Examinations. In the event that one or more tax returns prepared by us on your behalf is selected for review, audit or examination by federal, state or local taxing authorities, you may be requested to produce documents, records, or other evidence to substantiate items of income and deductions shown on a tax return. Any proposed adjustments by federal, state or local taxing authorities are subject to certain rights of appeal. In the event of a tax review, audit or examination, we will be available, upon request, to represent you. However, such additional services are not included in the fees for the preparation of the tax return(s).

Tax and Business Planning. In the event our Engagement entails tax and/or business planning, we may provide to you our opinion, advice or impression of the merits of an investment. In such event, however, our Firm's opinion, advice or impressions may not be relied upon for making the ultimate investment decision unless we so indicate in writing.

Confidential, Final and Binding Arbitration of Disputes. It is our goal to maintain at all times a constructive and positive relationship with you in regard to the matter described above and on future matters in which we may perform services (the Engagement Letter and these incorporated Standard Terms and Conditions of Engagement are intended to cover such future matters as well). In the event that you disagree with any of our account statements or have any other concern about our services or the results achieved, you should notify us immediately. We will attempt to resolve any such disagreement in a fair and amicable manner. However, should a dispute arise between us, we believe that a prompt and fair resolution is in the interest of all concerned. To this end, if any controversy or claim arises out of or relating to this Engagement Letter or any services provided by us to you in connection with the above described matter or any other matters (including, without limitation, malpractice claims and fee disputes), and such controversy or claim cannot be resolved through mutual agreement, we both waive any right to bring a court action or to have a jury trial and agree that the dispute shall be submitted to final, confidential and binding arbitration to be conducted in Collier County, Florida before the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of the AAA. This arbitration provision will survive termination of our relationship and this Engagement Letter. You also acknowledge that you understand the consequences of agreeing to binding arbitration and that you have had the opportunity to discuss these consequences with other counsel.

NOTICE: THIS AGREEMENT CONTAINS PROVISIONS REQUIRING ARBITRATION OF FEE DISPUTES. BEFORE YOU SIGN THIS AGREEMENT YOU SHOULD CONSIDER CONSULTING WITH COUNSEL ABOUT THE ADVISABILITY OF MAKING AN AGREEMENT WITH MANDATORY ARBITRATION REQUIREMENTS. ARBITRATION PROCEEDINGS ARE WAYS TO RESOLVE DISPUTES WITHOUT USE OF THE COURT SYSTEM. BY ENTERING INTO AGREEMENTS THAT REQUIRE ARBITRATION AS THE WAY TO RESOLVE FEE DISPUTES, YOU GIVE UP (WAIVE) YOUR RIGHT TO GO TO COURT TO RESOLVE THOSE DISPUTES BY A JUDGE OR JURY. THESE ARE IMPORTANT RIGHTS THAT SHOULD NOT BE GIVEN UP WITHOUT CAREFUL CONSIDERATION.

Indemnification. You agree to indemnify and hold harmless the Firm and our personnel for any time expended, expenses (including reasonable legal fees and costs), costs and/or losses incurred in connection with any lawsuit or other legal or regulatory action or proceeding involving or relating to the services under this letter, whether or not such costs and/or losses are due to the negligence of the Firm, provided that such indemnification shall not apply where such expenses or losses are determined to have been caused by the Firm's gross negligence or willful misconduct. You also agree to indemnify and hold harmless the Firm and our personnel from and against any liability and costs relating to the Firm's services under this Engagement, which liability and costs are attributable to any misrepresentations by you and/or your agents.

Limitation of Liability. In recognition of the relative risks and benefits of this Engagement Letter to both the Firm and the Client, we agree that, to the fullest extent permitted by law, the Firm's maximum liability for damages relating to the services provided pursuant to this Engagement Letter shall be limited to the fees paid for the service or work product giving rise to liability. In no event shall the Firm or its personnel be liable to client for any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of or related to this Engagement Letter or the services described herein, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

Miscellaneous. The Standard Terms and Conditions of Engagement, together with the Engagement Letter, constitute our entire understanding and agreement with respect to the terms of our Engagement and supersedes any prior understandings and agreements, written or oral. Any exhibit or schedule to the Engagement Letter, including without limitation the Schedule of Services, is hereby incorporated into, and made a part of, the Engagement Letter. Your agreement to this Engagement constitutes your acceptance of both the Engagement Letter and the attached and incorporated Standard Terms and Conditions of Engagement. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship. If any provision of our Engagement Letter or these incorporated Standard Terms and Conditions of Engagement is held by a court of competent jurisdiction to be invalid, void or unenforceable (in whole or part), the remainder of the provisions shall remain in full force any effect, and to the greatest extent permissible. The Engagement Letter may only be amended in writing by the parties hereto. The Engagement Letter may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, e-mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. The Engagement Letter and these Standard Terms and Conditions of Engagement shall not be amended, unless in writing and signed by authorized representatives of all parties. The signatories to the Engagement Letter represent and warrant that such person is lawfully authorized and empowered to execute the Engagement Letter on behalf of the party on whose behalf such person is signing, and that upon execution, the Engagement Letter will be binding upon such party, without any further approval, ratification, or other action. The Firm and the Client agree that they do not intend to provide contractual rights to any other person, and that the Engagement Letter shall not give rise to, or be deemed to give rise to, any third-party beneficiaries.

BUSINESS ITEMS/PUBLIC HEARING 3.1

Adopt Final Millage

Second Reading **ORDINANCE NO. 1492-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2024-2025 FOR THE CITY OF ZEPHYRHILLS."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1492-24 on the Second Reading

Issue:

At the July 22, 2024 City Council meeting, Council voted to set the preliminary millage rate at 6.25. The preliminary rate can be decreased prior to final adoption, but cannot be increased. The certified taxable value is \$1,568,420,492. With a 6.25 millage rate, ad valorem tax revenue in the General Fund is budgeted at \$9,312,497, an increase of \$1,321,853 from the \$7,990,644 budgeted for Fiscal Year 2024.

Background:

The State of Florida regulates the manner in which local governments set millage rates. There will be two public hearings concerning the millage rate.

Attachment(s):

1. Ordinance 1492-24 - Adopt Millage

Fiscal Impact:

Setting the millage rate at 6.25 will generate \$9,312,497 of ad valorem tax revenue for the General Fund.

Staff Recommendation:

The staff recommends the approval of the 6.25 millage rate on the second reading.

ORDINANCE NO.: 1492-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2024-2025 FOR THE CITY OF ZEPHYRHILLS.

WHEREAS, the City Council of the City of Zephyrhills, Florida, has timely advised the Pasco County Property Appraiser's office that it proposed to levy a millage rate of 6.25 mills, which is more than the rolled back rate of 5.9552 mills computed pursuant to Florida Statute 200.065(1) by 4.95%; and

WHEREAS, the City Council of the City of Zephyrhills, Florida did on September 9, 2024 conduct a Public Hearing and a second Public Hearing on September 23, 2024, and following the second Public Hearing, did adopt a tentative budget of One Hundred and Five Million, Two Hundred Sixty Six Thousand, Five Hundred and Two Dollars and No/100 (\$105,266,502.00).

WHEREAS, the City Council of the City of Zephyrhills, Florida did advertise on September 19, 2024, its intent to adopt a final budget and millage rate during a Public Hearing held September 23, 2024; and

WHEREAS, the City Council of the City of Zephyrhills, Florida, did after receiving input from the general public, adopt a final budget of One Hundred and Five Million, Two Hundred Sixty Six Thousand, Five Hundred and Two Dollars and No/100 (\$105,266,502.00).

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

1. The millage rate to be levied for ad valorem taxes within the municipality of the City of Zephyrhills for the 2024-2025 fiscal year shall be 6.25 mills.
2. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1492-24 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 9th day of September 2024.

Attest: _____

Ricardo Quinones, Deputy City Clerk

Kenneth M. Burgess, Jr., Council President

The foregoing Ordinance No. 1492-24 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 23rd day of September 2024.

Attest: _____

Ricardo Quinones, Deputy City Clerk

Kenneth M. Burgess, Jr., Council President

The foregoing Ordinance No. 1492-24 was approved by me this 23rd day of September 2024.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney

BUSINESS ITEMS/PUBLIC HEARING 3.2

Adopt Final Budget

Second Reading **ORDINANCE NO. 1493-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2024-2025 FISCAL YEAR."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1493-24 on the Second Reading

Issue:

Approval of FY 24/25 Budget.

Background:

This current fiscal year millage rate is 6.25 mills. The proposed budget draft as presented is based on a millage of 6.25 mills, which will generate \$9,312,497 in ad valorem taxes based on a citywide property valuation of \$1,568,420,492. Last year's valuation was \$1,345,792,668 and the ad valorem generated was \$7,990,644. Total budget expenditures are expected to be \$105,266,502.

- The proposed budget is balanced and is based on the 6.25 millage rate as approved by Council.
- Employee salary and benefits are included under each department. Total costs for health care increased 10.9%.
- The proposed budget includes a percentage raise to all employees, 4% on October 13, 3% on April 13 and a one-time tiered incentive payment.
- Administration Continue to implement the new City re-branding city wide as well as around City Hall and a new admin vehicle.
- Human Resources Property & casualty & worker's comp did increase city wide for 2024-2025 by 7%.
- IT budgeted \$15,000 for a battery backup replacement for Police Department, \$25,000 for police laptops and \$7,500 for the additional security cameras at Krusen Field park (Penny Funds).
- Police expenses will include \$112,000 for continued building improvements. In addition, there will be \$648,000 (Penny Funds) for the purchase of 2 new SUV vehicles and 7 replacement vehicles, and \$100,000 (Impact Fees) for a drone, additional security cameras and new interview room equipment.
- Fire has merged with Pasco County Fire Rescue and our payment to them will be \$348,342. Interlocal agreement will be completed November 1, 2026.

- Fleet Maintenance will spend \$27,000 on a mower lift and a wheel balancing machine.
- Stormwater has budgeted \$475,000 for 6th Ave drainage improvements (Penny Funds), \$50,000 for retention pond fencing, \$400,000 for pumping station upgrades.
- Streets will spend \$900,000 for street resurfacing (GasTax), \$1,500,000 on City sidewalks/trails (Penny Funds) and \$2,000,000 on hot spot intersection improvements (Impact Fees).
- Parks will spend \$1,200,000 towards the new City Yard facility (Penny) and \$4,260,000 on city wide park improvements.
- CRA revenues are expected to increase from \$989,820 to \$1,347,996. Capital projects include: \$500,000 for 5th Ave streetscapes and Zephyr Park/Oakside neighborhood improvements, \$150,000 for park and entrance signage and public art opportunities, \$750,000 for the renovation of Clock Plaza, \$150,000 for sidewalks within the CRA and \$348,000 towards land acquisition.
- Water major projects include City Yard facility \$600,000, water line extensions at Palm Grove Dr from Autumn Palm to HWY 301 \$1,066,000, drinking water well rehabilitations \$100,000 and backflow replacement program \$150,000. Equipment purchases include \$41,000 for 4 new vehicle purchases and \$30,000 for SCADA system upgrades.
- Wastewater major projects include influent surge tank \$1,500,000, sewer gravity pipe lining \$750,000, lift station major rehabs \$550,000, manhole major rehabs \$250,000, lift station generators \$1,300,000.
- Airport received a 100% state appropriation for \$6,450,000 for new box hangars/taxiway F, \$1,000,000 airfield pavement rehabilitation and \$4,200,000 for existing runway 1-19 rehab (FDOT 80%/20%)
- Sanitation will spend \$910,500 on a new front load garbage truck, side loader garbage truck, grapple truck, hydraulic cylinders, A/C unit, truck cab cover, 18ft trailer and 18 gallon recycling bins. Also includes \$200,000 for the City Yard facility project.

Major Projects for FY2025

- South Ave Ext. Natl Guard \$1,486,128 (100% State Funded)
- Sidewalks and Trails \$1,500,000 (P4P)
- Annual Road Resurfacing \$900,000 (Gas Tax)
- Stormwater Design Phase \$475,000 (P4P)
- Zephyr Park Improvements \$550,000 (State Appropriation)
- Gateway Project \$500,000 (Transportation Impact Fee)
- Park Improvements \$4,260,000 (P4P, ARPA, Park Impact Fees)
- City Yard Facility \$2,000,000 (P4P, Utility Fund, Sanitation Fund)
- Box Hangars/Taxiway F \$6,450,000 (100% State Funded)
- Runway 1-19 Pavement Rehab \$4,200,000 (FDOT 80%/Local 20%)
- Airfield Pavement Rehab \$1,000,000 (FDOT 80%/Local 20%)
- Water Line Extensions: Palm Grove Dr. to HWY 301 \$1,066,000
- Influent Surge Tank \$1,500,000 Lift Station Generators \$1,300,000 (FDEM Grant)

\$973,644)

Personnel Changes

- Airport Maintenance Specialist I +1 (NEW)
- Assistant City Clerk +1 (RECLASS)
- Assistant Finance Director +1 (RECLASS)
- Circulation Clerk +1 (NEW)
- IT Specialist +1 (NEW)
- Meter Reader I +1 (NEW)
- PT HR Clerk +1 (NEW)
- Parks Maintenance Worker I +2 (NEW)
- Patrol Officer +2 (NEW)
- Sanitation Driver +1 (NEW)
- Senior Code Inspector +1 (NEW)
- Utilities Service Worker I - Water +2 (NEW)
- Utilities Service Worker I - Wastewater +3 (NEW)

Attachment(s):

1. Ordinance 1493-24 - Adopt Budget
2. FY 24-25 Adopted Budget

Fiscal Impact:

N/A

Staff Recommendation:

The staff recommends the approval of Budget Ordinance 1493-24 on the second reading.

ORDINANCE NO.: 1493-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2024-2025 FISCAL YEAR.

WHEREAS, the City Council of the City of Zephyrhills, Florida, adopted a tentative budget in the amount of One Hundred and Five Million, Two Hundred Sixty-Six Thousand, Five Hundred and Two Dollars and No/100s (\$105,266,502.00).

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

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

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

1. The budget for the 2024-2025 fiscal year for the municipality of the City of Zephyrhills is hereby adopted in the amount of One Hundred and Five Million, Two Hundred Sixty-Six Thousand, Five Hundred and Two Dollars and No/100s (\$105,266,502.00).
2. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1493-24 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 9th day of September 2024.

Attest: _____
Ricardo Quinones, Deputy City Clerk Kenneth M. Burgess, Jr., Council President

The foregoing Ordinance No. 1493-24 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 23rd day of September 2024.

Attest: _____
Ricardo Quinones, Deputy City Clerk Kenneth M. Burgess, Jr., Council President

The foregoing Ordinance No. 1493-24 was approved by me this 23rd day of September 2024.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney



City of Zephyrhills Fiscal Year 2024-2025



Adopted Version - 9/23/2024

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INTRODUCTION



Budget Message

William C. Poe, Jr., City Manager

Honorable Mayor and City Council:

This current fiscal year millage rate is 6.25 mills. The proposed budget draft as presented is based on a millage of 6.25 mills, which will generate \$9,312,497 in ad valorem taxes based on a citywide property valuation of \$1,568,420,492. Last year's valuation was \$1,345,792,668 and the ad valorem generated was \$7,990,644. Total budget expenditures are expected to be \$105,266,502.

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- **Airport** received a 100% state appropriation for \$6,450,000 for new box hangars/taxiway F, \$1,000,000 airfield pavement rehabilitation and \$4,200,000 for existing runway 1-19 rehab (FDOT 80%/20%)
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Major Projects for FY2025

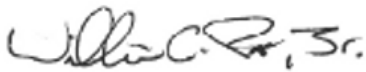
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- Annual Road Resurfacing \$900,000 (Gas Tax)
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- Gateway Project \$500,000 (Transportation Impact Fee)
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- Box Hangars/Taxiway F \$6,450,000 (100% State Funded)

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- Airfield Pavement Rehab \$1,000,000 (FDOT 80%/Local 20%)
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- Lift Station Generators \$1,300,000 (FDEM Grant \$973,644)

Personnel Changes

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- Assistant Finance Director +1 (RECLASS)
- Circulation Clerk +1 (NEW)
- IT Specialist +1 (NEW)
- Meter Reader I +1 (NEW)
- PT HR Clerk +1 (NEW)
- Parks Maintenance Worker I +2 (NEW)
- Patrol Officer +2 (NEW)
- Sanitation Driver +1 (NEW)
- Senior Code Inspector +1 (NEW)
- Utilities Service Worker I - Water +2 (NEW)
- Utilities Service Worker I - Wastewater +3 (NEW)

Sincerely,



William C. Poe, Jr.
City Manager



City Council - Elected Officials

Kenneth M. Burgess, Jr., Council President
Charles E. Proctor, Vice President
Jodi Wilkeson
Lance A. Smith
Steven F. Spina, Ph.D.

Mayor

Melonie Bahr Monson

City Manager

William C. Poe, Jr.

City Attorney

Matthew Maggard

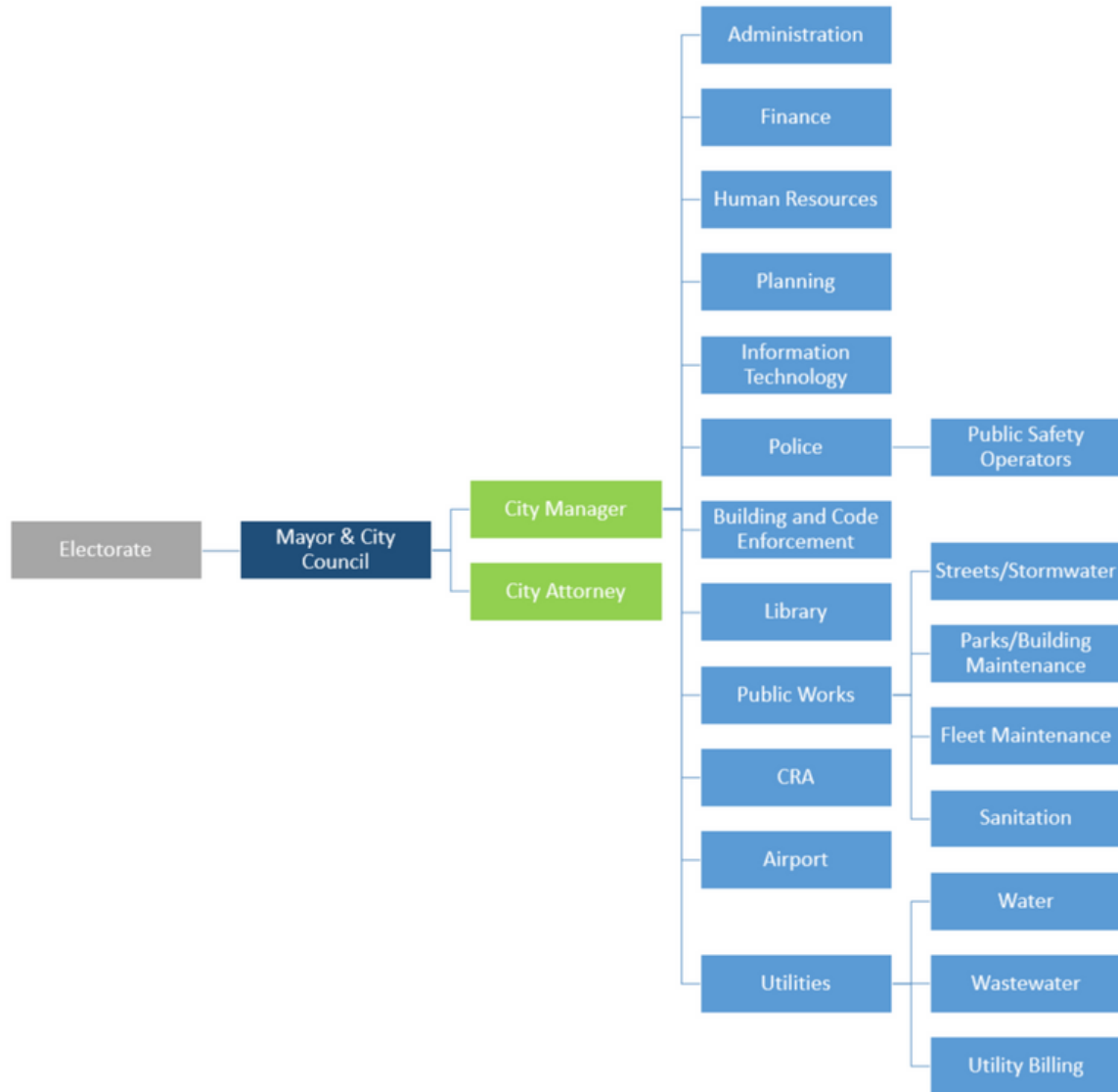
Appointed Officials

Airport Manager	Nathan Coleman
Building Official	William Burgess
Acting City Clerk	Ricardo Quinones
CRA Director	Gail Hamilton
Finance Director	Ted Beason
HR/Risk Management Director	Sandra Amerson
Information Technology Director	Michael Panak
Library & Museum Services Director	Peggy Panak
Planning Director	Todd Vande Berg
Police Chief	Derek Brewer
Public Works Director	Shane LeBlanc
Utilities Director	John Bostic II

Prepared By:

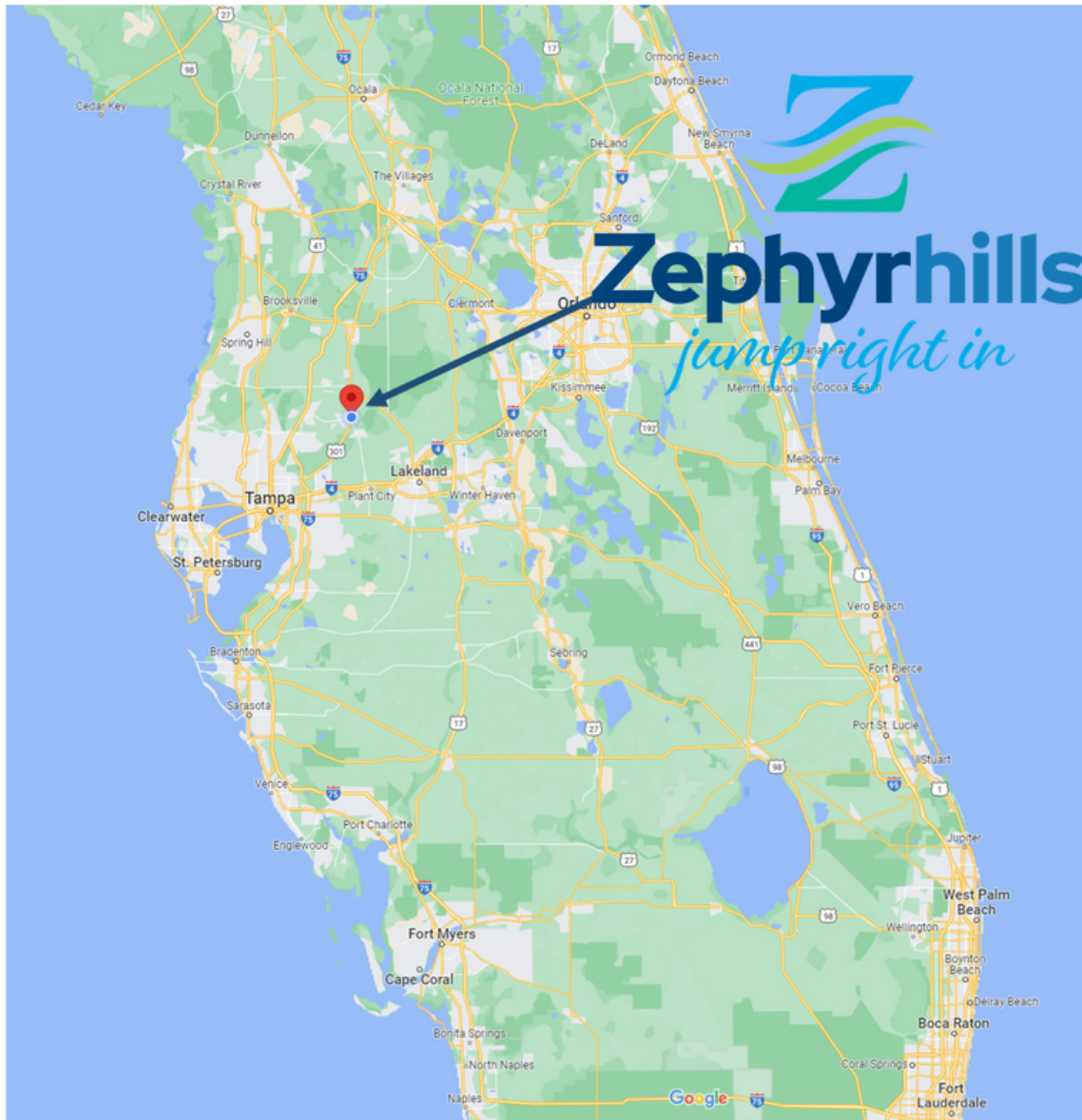
Finance Department	
Ted Beason	Jessica Carter
Finance Director	Assistant Finance Director

Organization Chart



City Overview

Zephyrhills is located in the scenic rolling hills, citrus groves and lake sections of Central Florida. It is in the southeastern part of Pasco County about midway north and south in peninsular Florida, 40 miles from the Gulf of Mexico, 45 minutes northeast of Tampa, 35 minutes from Lakeland, 75 minutes from St. Petersburg, and southwest of the famed Disney World near Orlando by 90 minutes driving time.



Governance

Founding: 1910

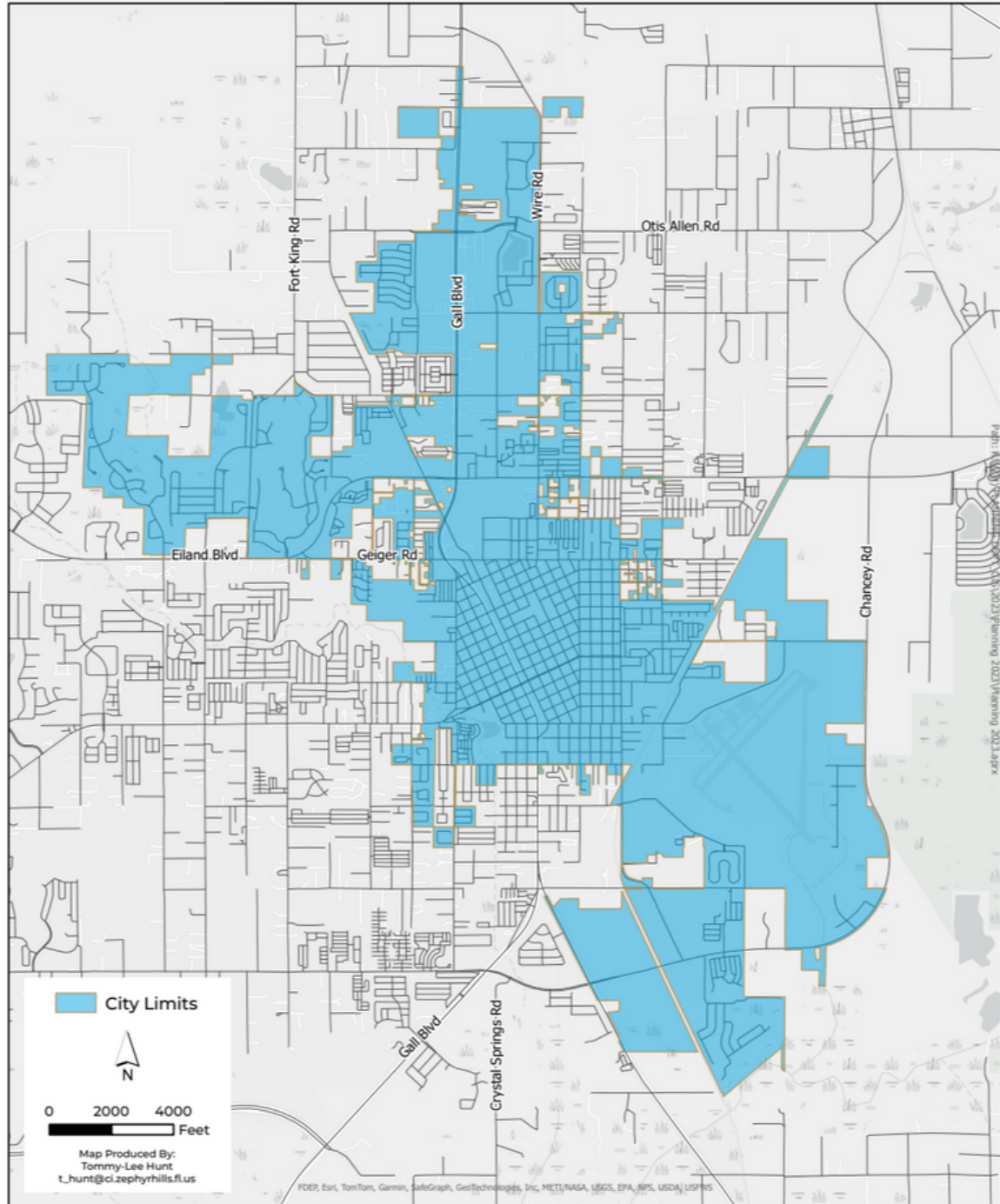
Date of Incorporation and Original Charter Adoption: 1914

Mayors Serving Zephyrhills since 1917: 21

City Managers Serving Zephyrhills since 1974: 8

Fiscal Year: October 1 - September 30

Form of Government: City Council - Manager



Contact Information

Website: www.ci.zephyrhills.fl.us

Address: 5335 8th Street, Zephyrhills, FL 33542

Phone: 813-780-0000

City Facilities

Facility	Address
City Hall	5335 8th Street
Oakside Cemetery	5301 1st Street
Library	5347 8th Street
Police	6118 8th Street
Airport	39450 South Avenue
Train Depot Museum	39110 South Avenue
City Yard	39421 South Avenue
Wastewater Treatment	39825 Alston Avenue

Historic Overview

Abbott Station

When Pasco County was formed in 1887, the site of Abbott forerunner of Zephyrhills was controlled by Simon J. Temple, who had purchased the land from Florida Railway and Navigation Corp. on November 11, 1886, paying \$1,026.69 for 280.74 acres. Abbott, named for a Dr. Abbott who ran a drug store and practiced medicine, was laid out for Temple and the plot recorded April 18, 1888. It became a voting precinct in 1893 and “Station” was added to the name in 1896 when the Seaboard Coast Line depot was built to facilitate the shipping of naval stores and lumber. In the early 1900’s the land was covered with virgin pine. Old-timers recall four operational phases, each of which left its imprint on the community. Successively, the pine trees were tapped for turpentine production, and then cut for lumber, the stumps uprooted and pushed out, and then the land seeded to pasture or set in citrus groves.

Zephyrhills

Captain H.B. Jeffries, a Civil War veteran from Pennsylvania, chose the Abbott Station location in December 1909, for a veteran colony because the land was high and fertile, there was an abundance of good water, and the area had no swamps, malaria or mosquitoes. While showing the countryside to prospective residents from the top of LeHeup Hill on historic Fort King Road, he overheard a chance remark about the rolling hills and Zephyr-like breezes. Impressed by the melodic combination, he coined the name “Zephyrhills” for this colony company which was founded January 1910.

On March 10, 1910, Abbott Station officially changed its name to Zephyrhills. The town was incorporated November 17, 1914, and on February 15, 1916, the charter granted by the Florida Legislature in 1915 was ratified at a meeting held in the Grand Army of the Republic (GAR) Hall – which now is the American Legion Hall – by a vote of 65 for and 12 against.

Detail Overview

Our Narrative

Nestled in the heart of Florida, Zephyrhills beckons with its warm embrace and a promise of endless adventures. From the moment you arrive, you're greeted with a sense of belonging that's as refreshing as a glass of the crystal-clear spring water that led it to be called the city of pure water. But Zephyrhills isn't just a place. It's an invitation to jump right in – to a world of natural beauty, vibrant community, heart-pounding skydiving experiences and thriving business opportunities.

Even more than the allure of its namesake springs—the area's rich history and natural oases have been drawing visitors and residents for generations. Families and friends gather in local parks to play and picnic, residents enjoy room to stretch out and enjoy their beautiful surroundings. Enduring legends and lore speak of the rejuvenating powers of this place, inspiring you to jump right in – to relax, explore and refresh.

But Zephyrhills isn't just about its environment – it's about the people who call it home. As you wander through the historic streets, you'll find yourself drawn to the welcoming atmosphere of small town living with ready access to all of the modern conveniences you need. The vibrant Main Street offers local shops, eateries, and gatherings each offering a unique taste of the community's character. With all this and fun, family-friendly events throughout the year, Zephyrhills beckons you to jump right in – to the heart of its close-knit community.

Beyond its natural beauty and sense of community, Zephyrhills presents a landscape of business potential. The town's strategic location provides ready access to major highways, combined with an in-town Municipal Airport that makes it a prime destination for entrepreneurs and investors alike. With space available, a growing population of new talent bringing their fresh ideas and ambition and a supportive local government, the path to success is as simple as – jump right in.

Zephyrhills has earned its place on the skydiving map too with its state-of-the-art facilities and a community of skydiving enthusiasts that's second to none. Skydive City, located at the heart of the airport, has become a hub for both seasoned jumpers and those taking their first leap. The thrill of freefalling over the stunning Florida landscape, with the Gulf of Mexico in the distance is an experience that is hard to put into words. From the rush of the freefall to the embrace of the skydiving community, this place embodies the spirit to jump right in—to the unknown with open arms and let your dreams take flight.

For those that prefer to remain on solid ground, the community delivers a wonderful park system for all to enjoy along with a bustling YMCA. Perhaps the crown jewel of sporting pursuits here is relative newcomer to the community, the Sarah Vande Berg Tennis Center. This world-class facility stands as a testament to Zephyrhills' commitment to sports and community. It is more than just a collection of courts; offering professional coaches and a welcoming atmosphere, it's a place where friendships are forged, victories are celebrated, and the love for sports is cherished.

The center offers the opportunity for tennis enthusiasts of all skill levels to jump right in—to the excitement of the game.

Whether you're considering a permanent move or just a visit, Zephyrhills offers a life where you can dive into a world of opportunities, both natural and professional. So, take a leap of faith into the vibrant tapestry of Zephyrhills. Let the flow wash away your worries, the community embrace you, and the business prospects propel you toward your dreams. In Zephyrhills, the sky's the limit, the people are warm, and the possibilities are endless.

Jump Right In.

Profile of the Government

The City of Zephyrhills, a municipal corporation of the State of Florida located in Pasco County, was initially incorporated on Nov. 17, 1914.

Zephyrhills is strategically located in Central Florida, along the I-4 corridor nestled between three large metropolitan cities: 30 miles northeast of Tampa, and 75 miles southwest of Orlando, and within 25 miles northwest of Lakeland.

Zephyrhills prides itself on its hometown charm of a warm, thriving, and welcoming community. With its network of highways, state roads, active rail lines, and municipal airport that run through the community, Zephyrhills provides the perfect location for all types of aviation, manufacturing, and distribution ventures.

In addition, Zephyrhills offers a business-friendly climate welcoming an assortment of small, family-owned and independent establishments.

Zephyrhills has a reputation as a proud, passionate community that offers safe walkable neighborhoods, charming historic districts, prideful local schools, and unique retail, dining and entertainment options.

The City's location, climate, natural resources, and sense of community have influenced the City's growth. Residents and visitors enjoy numerous year-round recreational opportunities, which results in the perfect blend of community and prosperity.

Zephyrhills citizens enjoy a full range of services including general government, airport, police, streets, parks and facilities management, planning, zoning, community redevelopment, code enforcement, and public library.

The City also provides water, wastewater treatment and solid waste as enterprise activities. Fire rescue services are contracted out through Pasco County, with two stations in the municipal limits. Electric, telephone, gas and cable television services are provided by franchisees. The City includes a dependent special district called the Community Redevelopment Agency.

City Structure

The City operates under the Council/Manager form of government.

A Mayor and five Council members are elected at large for a four-year term with no term limits, which constitute the governing body of the City with legislative authority. The Mayor and City Council serve as representatives of the electors of the City of Zephyrhills and are responsible for establishing the direction and policies of all affairs of the City.

Their primary duties include exercising legislative leadership and policy to promulgate the laws and ordinances of the City, approving an annual budget to provide for the needs and services of the City, setting policy and direction for the various functions of City government, and appointing citizens to serve on various advisory boards and committees.

The City Manager is the chief administrative officer of the City and responsible to the City Council for administration of all City affairs and performance of its municipal functions. The City Manager appoints, removes and determines compensation for the department heads and all other City employees, except those specified by the Charter.

Redevelopment

Although it functions within the City of Zephyrhills, the Zephyrhills Community Redevelopment Agency (CRA) is a separate and distinct legal entity. The Zephyrhills City Council also serves as the appointed board governing the Zephyrhills CRA.

The CRA encompasses approximately 501.6 acres in the historic downtown area, which includes the following core neighborhoods: Hercules, Historic Jeffries, Historic Abbott, Moore's Estate, Zephyr Lake, Oakside and Plaza, respectively.

The CRA is a dependent special district in which any future increases in property values are set aside in a Trust Fund to support economic development and redevelopment projects within the designated district.

CRA Boards do not establish policy for the city or county, they develop and administer a Master Plan to implement that policy. The CRA acts officially as a body distinct and separate from the governing body, even when it is the same group of people.

The CRA has certain powers the city or county by itself may not do, such as establish tax increment financing, and leverage local public funds with private dollars to make redevelopment happen. The CRA term is limited to 30 years, 40 years if extended, after that time all tax revenues are retained by each taxing entity that contributed to the CRA Trust Fund.

Comprehensive Plan and Zoning Code

The City of Zephyrhills Planning Department advises the City Manager, City Council, the business community and the general public on general planning and regulatory development issues.

The Planning Department is committed to providing the community with high-quality, proactive services and programs to enhance the quality of life of the City's residents, businesses and visitors, and to promote a well-designed, sustainable, physically integrated, livable and economically diverse and prosperous community.

The Planning Department is in the process of updating the City's adopted 2025 Comprehensive Plan, referred to as PlanZephyrhills2035.

This City of Zephyrhills Comprehensive Plan takes a long view to envision the places where people will live, work, learn, play, socialize, maintain health, and preserve assets for the benefit of current and future generations.

The Comprehensive Plan looks out 10 years, at minimum, to identify and address needs, such as an adequate drinking water supply, and wants, such as spaces for arts, culture, and other leisure activities.

Local Economy

The City's very location – in the middle of an impressive framework of highways, rail lines, a major sea port and several airports just north of Tampa Bay and the I-4 corridor – makes it a desirable area to grow a business.

Additionally, the City also has passed ordinances meant to entice new businesses and industries with attractive incentives. The City boasts highly competitive prices for real property, previously-approved development parks and public facilities that meet the needs of the business community.

Leading industries in Zephyrhills include healthcare and social assistance, manufacturing, and retail trade. Among the top employers are Florida Medical Clinic, AdventHealth, Blue Triton Brands (formerly Zephyrhills Bottled Water Company), Morrow Steel, and Heyl Truck Lines, respectively.



BUDGET OVERVIEW

Executive Summary

Citywide revenues and expenditures at \$105.27 million are \$1.2 million less than the 2024 budget. A summary follows with details provided at the Fund level.

Personnel Services – The 2025 budget funds a 4% increase on October 1 and 3% increase on April 1 as well as a one-time tiered incentive payment for all employees and a 10.9% increase for health insurance. With the 10.9% health insurance increase and a salary increase to all employees, the City's personnel increased 9.59% from \$16,592,499 in Fiscal Year 2024 to \$18,183,608 in 2025. The City overall position count can be found under the Personnel Summary.

Operating Expenditures – This category increased .28% from \$12,210,366 to \$12,244,862. There was an increase of 7% in property & casualty and worker's compensation insurance premiums. There was an operating decrease of \$831,641 in the Utility Billing Department by bringing utility billing services back in house.

Capital Outlay – The budgeted appropriation in this category decreased from \$53,394,748 to \$51,542,612. Significant projects for FY2025 include Box Hangars/Taxiway \$6,450,000, Airport Terminal \$5,000,000, City Yard Redesign \$2,000,000, Hot Spot Improvements \$2,000,000, South Ave Ext. National Guard \$1,486,128, and Sidewalks and Trails \$1,500,000 and Park Improvements \$4,260,000. A complete list of capital outlay is located under Capital Improvements.

Debt – Total budgeted debt service payments decreased by \$25,796 from \$2,885,975 to \$2,860,179. Debt Service includes the annual payments on the state revolving fund loans used to build the wastewater treatment plant which matures in 2028 and 2040, AWT upgrade which matures in 2043, Reclaimed Water Line which matures 2043; the annual payment for the City hall loan which has a final payment in 2032; and the loan on our AMI Metering System/Software, which has a final payment in 2026.

Contributions – This category increased from \$1,364,000 to \$2,214,500. One contributing factor to this increase is the \$1,095,000 economic development grant in place for new businesses.

GENERAL FUND

The General Fund budget increased \$2,310,916 from \$19,298,168 to \$21,609,084. This is a result of the 4% increase on October 1 and 3% increase on April 1 as well as a one-time tiered incentive payment for all employees and a 10.9% increase for health insurance. A 7% increase in property & casualty and worker's compensation insurance premium. This includes the approval of 7 new full time positions and 1 new part time position.

Revenues

Ad Valorem Tax – The City's gross taxable value increased from \$1,345,792,668 at prior year final certification to \$1,568,420,492 – an increase of \$222,627,824. Budgeted ad valorem taxes increased by \$1,321,853 to \$9,312,497, the millage rate remained the same at 6.2500.

The millage rate remained the same at 6.2500 mills, which is more than the rolled-back rate of 5.9552 mills per \$1,000 assessed property value. Property values are based on the market at the end of 2023. The City of Zephyrhills has an optimistic outlook for the future. The following table provides a recap of millage levied for the past six years.

	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Millage Rate						
(Mills per \$1,000)	6.3500	6.3500	6.3500	6.2500	6.2500	6.2500

The Fiscal Year 2024-2025 budgeted revenues include \$613,234 of unspent fund balance carried forward from Fiscal Year 2023-2024.

Expenditures

With a percentage increase of 4% increase on October 1 and 3% increase on April 1 as well as a one-time tiered incentive payment for all employees, a health insurance increase of 10.9%, personnel costs increased 9.98% by \$1,209,382 from \$12,121,652 to \$13,331,034. Operating expenditures increased \$705,652 from \$5,105,231 to \$5,810,883 due to salary increases, health insurance premium increases and an increase in property and casualty premiums.

SPECIAL REVENUE FUND

The Special Revenue Fund contains the budget for all City gas taxes, Penny for Pasco which is the 7th penny per dollar of sales tax charged in Pasco County, American Rescue Plan Act funds and awarded State Appropriation funds. All of these funds have restrictions on how they may be expended. Neither funding source may be used to cover personnel services costs. Allowable use for operating costs is very limited. Mostly, these funds may be used for capital projects or debt related to capital projects. More information on capital projects is available under the Capital Outlay in the back of the budget book.

CRA FUND

The Community Redevelopment Area (CRA) Fund was established in 1998 and is funded through tax increment financing. The dollar value of all real property in the original Community Redevelopment Area was determined as of 1998, also known as the "frozen value". In 2012, the Community Redevelopment Area district was enlarged. The dollar value of the expansion area was determined as of 2012 and frozen. The City and the County continue to receive property tax revenues based on the frozen value. These frozen value revenues are available for general government purposes. However, any tax revenues from increases in real property value, referred to as "tax increment," are deposited into the Community Redevelopment Agency Fund and dedicated to the redevelopment area. Property values are increasing in the CRA, resulting in increased revenue for the Community Redevelopment Agency.

IMPACT FEE FUND

The Impact Fee Fund contains the budget for all impact fees collected by the City except for Water and Wastewater capacity fees. The collection of impact fees related to new or proposed development assists in paying for a portion of the growth related costs that the development may cause. Current economic conditions have slowed development and the related collection of impact fees. Several capital projects have been budgeted to be paid from impact fee funds. More information is available in Capital Outlay in the back of the budget book.

UTILITY CAPACITY FEE FUND

The Utility Capacity Fee Fund was created in Fiscal Year 2011-2012 to separately account for capacity fees – or connection fees - related to the City's Utility Fund. These funds may be used to pay for projects related to growth or added capacity and may be used to pay debt on projects related to growth or added capacity. Wastewater connection fee reserves have been budgeted toward wastewater treatment plant debt and water connection fee reserves have been budgeted for qualified water capital projects. More information is available at the back of the budget book in Capital Outlay.

ENTERPRISE FUND – UTILITY FUND

Utility Fund Fiscal Year 2024-2025 expenses decreased by \$3,229,424 or 10.62% over Fiscal Year 2023-2024. The major impact on this year's budget was the increase of personnel and a decrease in capital projects. Capital projects include City Yard Building Design and Engineering \$600,000; Water Line Extensions to include Alston to Tucker \$1,205,000 and Palm Grove Dr. from Autumn Palm Dr \$1,066,000; Influent Surge Tank \$1,500,000, Lift Station Generators \$1,300,000.

Revenues: Charges for Services revenues are budgeted to increase by 3% over last year's budget with an approved utility rate ordinance that goes into effect on October 1.

Expenses: With a 4% increase on October 1 and 3% increase on April 1 as well as a one-time tiered incentive payment for all employees and a 10.9% increase for health insurance contributed to the \$383,521 or 13.21% increase in budgeted personnel services costs. Operating expenses have decreased by \$470,130 or 9.39%. There was an operating decrease of \$831,641 in the Utility Billing Department by bringing utility billing services back in house. Capital purchases and projects, which decreased by \$5,451,000, are detailed following each division's line item budget and located under Capital Improvements. Debt service decreased \$25,667 or 1.13%.

ENTERPRISE FUND – AIRPORT FUND

The Airport Fund budget increased from \$13,375,756 to \$20,588,594 because of the increase in state grants and appropriations.

Revenues: Charges for Services revenues are budgeted \$291,520 or 16.79% more than the previous year. This is primarily due to a projected increase in airport rentals, leases and fuel sales.

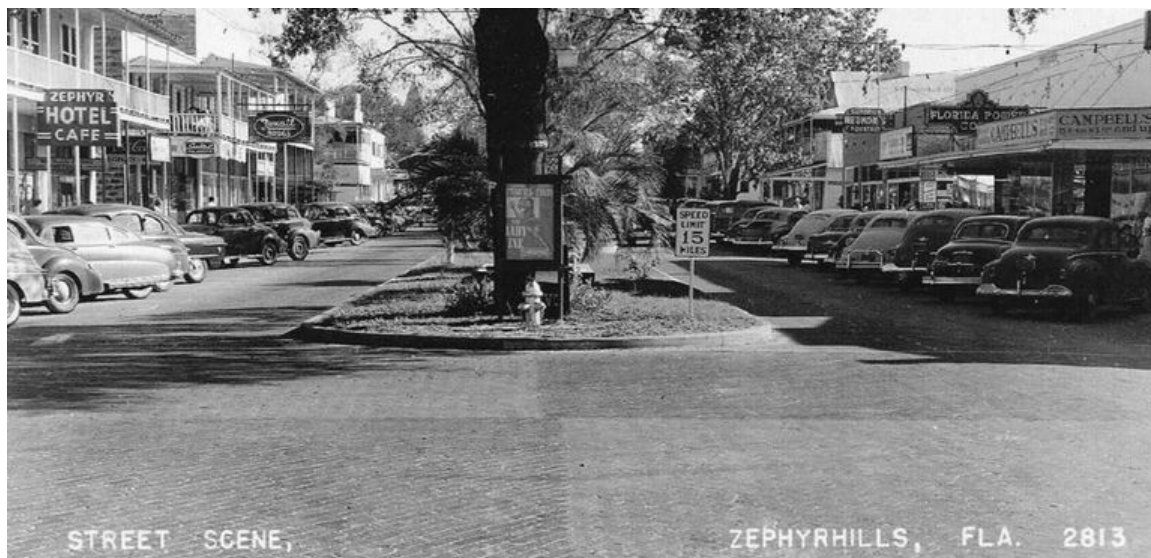
Expenses: Airport personnel costs increased with a 4% increase on October 1 and 3% increase on April 1 as well as a one-time tiered incentive payment for all employees and a 10.9% increase for health insurance. Operating costs have decreased by \$19,338 or 4.93%. This is due to an decrease in infrastructure and equipment maintenance. Capital Outlay has increased by \$5,350,927 due to the costs of the 2 major projects for FY2025. More detail on Airport capital projects is located under Capital Improvements.

ENTERPRISE FUND – SANITATION FUND

The Sanitation Fund reflects a \$973,838 or 32.75% increase in expenses for a total 2024-2025 annual budget of \$3,947,187.

Revenues: Charges for Services revenues increased \$20,880 based on an 3% increase in rates tied to the consumer price index and new growth in newly constructed living units.

Expenses: Personnel costs increased with a 4% increase on October 1 and 3% increase on April 1 as well as a one-time tiered incentive payment for all employees and a 10.9% increase for health insurance. Budgeted operating expenses increased from \$637,629 to \$874,905. Capital outlay increased from \$1,106,500 to \$1,110,500 as the city is purchasing a front load garbage truck, grapple truck, 18 gallon recycling bins, and their portion of the City Yard building design and engineering. More detail on Sanitation capital projects is located under Capital Improvements.



Budget Process

Budget Review and Adoption: The Budget process is a year-long event. The budget for the fiscal year is implemented beginning **October 1** and runs through the fiscal year ending **September 30**. Each year, generally in **December and January**, the City prepares its Audited Financial Statements, which is audited by a firm of independent certified public accountants. These Statements provide the results of the prior year, including comparisons of actual revenues and expenditures to budgeted revenues and expenditures, a form of monitoring budget compliance.

Production of the budget numbers begins in **April and May** with the preparation of the individual department's operating budget and capital outlay requests, while the Finance Director completes preliminary revenue estimates. Capital outlay requests undergo a vigorous review. In **June and July**, the City Manager and Finance Director begin an extensive review process with the respective departments and revise the budget accordingly. At the same time, the Finance Director finalizes revenue estimates and recommends budget revisions to the City Manager.

No later than **July 1**, the County Property Appraiser provides an assessment of the value of all property to the City. Also no later than **August 4**, based on the Property Appraiser's preliminary numbers, the City Council approves the millage certification including tentative millage rate, rolled-back rate, and date, time, and place for the September public hearings and provides budgetary guidance. The tentative millage rate and hearing data is provided to the County Property Appraiser for distribution to City property owners. Upon the City Manager's review and approval, the Finance Director compiles the proposed budget. Budget workshops are held during **August** to discuss and refine the proposed budget. During **September**, in accordance with the timing specified in Florida Law (F.S. 200.065), the budget is adopted at a series of two public hearings. At the same public hearings, ad valorem millage rates required to fund the budget are adopted. The public is invited and encouraged to attend and participate in all work sessions and public hearings.

Budgetary Control: The budget process allows for amendments during the year as conditions warrant. The City Council is authorized to make such changes to the budget as it deems necessary for the proper and economical operation of the City. If, at any time during the fiscal year, the City Manager recommends the re-appropriation of funds not needed for the purpose for which they were appropriated, or the appropriation of any unappropriated cash surplus, the City Council may appropriate such funds to any municipal purpose. An amendment may be initiated by the Finance Director, reviewed and approved by the City Manager, and submitted to the City Council for consideration. With the City Council approval, the fund appropriations are realigned. In addition, the enabling legislation allows the City Manager or Finance Director to transfer part or all of any encumbered appropriated balance among programs and/or broad characters within an operating fund. Department directors are authorized to move funds within broad characters of its respective divisions and between the same broad characters of divisions in the same fund. Transfers between broad characters or departments must be approved by the City Manager. Transfers may not be made between funds.

Budgetary Basis: Budgets for funds that have formal budgetary integration are prepared in accordance with generally accepted accounting principles. This includes an original appropriation ordinance and any other budget amendments adopted by the City Council. Appropriations for these funds lapse at the end of each fiscal year.

Budgets for governmental funds are adopted using the modified accrual basis of accounting. Revenues are recognized when they become measurable and available. Expenditures are recognized in the period in which the fund liability is incurred (except matured interest on general long-term debt, which is recognized when due). While budgets for the proprietary fund types are not required by generally accepted accounting principles (GAAP) or by state or local law, they are adopted using the modified accrual basis of accounting to provide for comparability with the other funds.

Accounting and Financial Policies

Basis of Presentation: The City's accounts are organized by funds or account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for in separate self-balancing accounts which comprise its assets and other debits, liabilities, fund equities and other credits, revenues, and expenditures or expenses. Government resources are allocated to and for individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The various funds and account groups are reported by generic classification within the budget and other financial statements.

Basis of Accounting and Measurement Focus: Basis of accounting refers to the point revenues and expenditures are recognized in the accounts and relates to the timing of the measurements, regardless of the measurement focus applied. All governmental funds are accounted for using the modified accrual basis of accounting. Their revenues are recognized in the period in which they become susceptible to accrual; i.e., when they become measurable and available to pay liabilities of the current period. Ad valorem taxes, special assessments, and charges for services are susceptible to accrual when collected in the current year or within 60 days subsequent to year-end; provided that amounts received pertain to billings through the fiscal year just ended. Intergovernmental revenues, which include state revenue sharing allotments, local government one-half cent sales tax, and county-shared revenue, among other sources, are recorded in accordance with their legal or contractual requirements if collected in the current period or within 60 days after year-end. Interest is recorded when earned. Other miscellaneous revenues are recorded as revenues when received in cash because they are generally not measurable until actually received. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. Exceptions to this general rule include principal and interest on long-term debt which is recognized when due.

Enterprise funds are accounted for using the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred. Unbilled utility service receivables are estimated and recorded at year-end. Fees collected in advance of the period to which they apply are recorded as deferred revenue.

Budget Accounting: State of Florida Statutes requires that all municipal governments establish budgetary systems and approve annual operating budgets. Budgets are adopted consistent with generally accepted accounting principles. The City adopts a non-appropriated operating budget for enterprise funds substantially consistent with generally accepted accounting principles. All appropriations lapse at fiscal year-end unless specifically designated to be carried forward.

Cash and Investments: Cash and investments of each fund, except certain investments in the debt service and enterprise funds, are accounted for in pooled cash and investment accounts with each fund maintaining its proportionate equity in the pool accounts. The use of a pooled cash and investments account enables the Council to invest idle cash for short periods of time, thereby maximizing earnings potential. Income earned from pooling cash and investments is allocated to the respective funds based upon average monthly proportionate balances. The funds are diversified; invested in U.S. Treasury Securities and Agencies, CDs, local government pools, and money market accounts.

Capitalization Threshold: This budget has been prepared with a capitalization threshold of \$5,000.

Interfund Transactions: During the course of normal operations, it is necessary for the City to enter into interfund transactions among its various funds. These transactions consist of one or more of the following types:

- Payments from a fund responsible for the expenditures or expenses to a fund that initially paid the cost to provide a service.
- Operating transfers in and out, as appropriate, for all interfund transactions that are shown as other financing sources or uses.
- All other outstanding balances between funds are reported as "due to/from other funds."

Financial Structure

The City of Zephyrhills utilizes a **fund structure**, whereby a fund is a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances and changes therein, which are segregated for the purpose of conducting specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. Funds are divided into various types according to the legal restrictions imposed upon them or by their uses. The following fund structure is contained in the budget:

Governmental Funds: Governmental Funds are accounted for on a “spending” or “financial flow” measurement focus. Accordingly, the budgeted fund balances provide an indicator of available, spendable resources.

General Fund - The general fund of a government unit serves as the primary reporting vehicle for current government operations including Police, Fire, Public Works, Library, Planning, Building, Finance and Administration. The general fund accounts for all current financial resources not required by law to be accounted for in another fund.

Special Revenue Funds - The special revenue funds account for the proceeds of specific revenue sources that are legally restricted to expenditure for specified purposes other than debt service or capital projects. This budget contains four Special Revenue Funds: Special Revenue Fund, CRA Fund, Impact Fee Fund and Utility Capacity Fee Fund.

Proprietary Funds: Proprietary Funds are accounted for on a cost of services or “capital maintenance” measurement focus. Accordingly, assets, liabilities, and net assets included on their balance sheet, and operating statements provide an indication of the economic net worth of the fund.

Enterprise Funds - The enterprise funds account for operations that are financed and operated in a manner similar to private business enterprises. Enterprise Funds budgeted and included in the document are: Utility Fund, Airport Fund and Sanitation Fund.



Revenue Forecast Methodology

A balanced budget is presented for each of the City's funds. Revenues are estimated, and fund balance is appropriated only to the extent that appropriations exceed estimated revenues. The purpose of detailing forecast methodologies for revenues is to determine the validity of the forecast over time and to utilize the information in making future forecasts.

Revenues are classified pursuant to the uniform classification of accounts prescribed by the State Comptroller's office. The following information provides a fund-by-fund basis for major revenues forecasted in the Fiscal Year 2024-2025 budget:

General Fund

Ad valorem property tax – The specific formula used to budget ad valorem tax revenues is to multiply the approved millage rate of 6.25 per \$1,000 by the aggregate assessed property value (as certified by the County Property Appraiser) less 5%.

$$(1,568,420,492 \times 6.25/1000) \times 95\%$$

The 2024 property value estimate of \$1,568,420,492 represents an increase of \$222,627,824 or 16.54% over the 2023 final taxable value of \$1,345,792,668. The increase can be attributed to the continued strength of the area's real estate market. The values are based on the market at the end of 2023. The millage rate has remained the same at 6.25 mills and is 4.95% more than the rolled-back rate as established by the Florida Legislature.

Service and Business Taxes – The analysis of recent trends in this revenue source category indicates revenues have been relatively stable compared to last year.

Permits, Fees & Special Assessments - Includes building and utility permits, development review fees, franchise fees, and other local permits all of which have dropped. Franchise fees from electric and gas utilities are included in this category and remained relatively stable over the past five years.

Intergovernmental Revenues - Includes federal, state, and local grant revenue. State Shared Revenues include cigarette tax, half-cent sales tax, and alcoholic beverage licenses.

Charges for Services - Includes payment in lieu of taxes, certification and copy of City documents and records, sale of official maps and publications, recording, inspection, and other user charges.

Fines and Forfeitures - Includes court fines, traffic violations, parking tickets, false alarms, library fines, and other penalties. These estimates are developed from historical data trends, which remain relatively constant from year to year.

Miscellaneous Revenues - Includes interest on investments, rents, sales of surplus property, insurance proceeds from lost or destroyed property, refunds, contributions, and revenues that are not more properly recorded in other classifications. The revenues in this category are examined based on economic conditions and use a variety of methods to develop good estimates.

Transfers - Includes interfund transfers and administrative overhead allocation charges. Overhead allocations are based on the equitable share of goods and services provided by one City department for another.

Cash Balance Carry Forward – This budgeted item represents a source of revenue previously accumulated in the fund.

Special Revenue Fund

Penny for Pasco – This tax is to be utilized for non-personnel related and non-operating costs such as, but not limited to, the construction costs of renovations, additions or new construction of various government facilities of diverse types and uses; public safety capital assets such as police cars and fire engines; City drainage

projects; and City park enhancements or additions. Financing is provided through a local option sales surtax and the interest revenue earned. Voters renewed this local option sales tax slated to expire in late 2014 for an additional 10 years. The current '1 penny' local option sales tax expires in December of 2024.

Intergovernmental Revenues - Includes state and county shared revenues such as the City's share of state collected motor fuel taxes. Historical trend analysis is used in conjunction with state forecasts. The City anticipates and has budgeted for a significant drop beginning Fiscal Year 2014-2015 in County Gas Taxes due to action taken by the County. This may significantly impair the City's ability to fund road maintenance projects.

CRA Fund

Community Redevelopment Agency – The Zephyrhills Community Redevelopment Agency was formed as a special district by Council Resolution number 437 adopted March 9, 1998. This special district is fully dependent on the City and its funding and expenditures. Declining property values have adversely impacted funds available for the Community Redevelopment Agency. The district was enlarged in 2012 to include midtown (US 301 corridor).

Impact Fee Fund

Impact Fees - The collection of impact fees related to new or proposed development assists in paying for a portion of the growth related costs that the development may cause. Current economic conditions have slowed development and the related collection of impact fees.

Utility Capacity Fee Fund

Utility Capacity Fees - May be used to pay Utility Fund debt and used for capital projects related to growth. The City's development activity remains strong.

Enterprise Funds

Charges for Services – Are designed to recover the cost of City services provided to customers. In addition to day to day operating costs, rates are designed to include the costs of maintaining and/or replacing system infrastructure. The projections are calculated by assessing current consumption, adjusting to match historic trend analysis and allowing for changes in assumptions based on growth, fees, and rate increases. Annexations of property with customers in the utility area outside the City have a negative effect on water and sewer revenue, but generate additional revenue for the Sanitation and General Funds.

Utility Fund

A water and wastewater rate study presented to City Council during Fiscal Year 2016-2017 revealed that the City charges the second lowest rates in the area and recommended rate increases be enacted over the next five (5) years. Adequate rates must be charged to ensure costs are covered, system deterioration is prevented and bond covenants are met. The City's citizens can continue to enjoy some of the lowest rates in the area.

Airport Fund

Revenue estimates are developed from historical data trends, which remain relatively constant from year to year. Revenues are primarily from rents, service fees, and fuel sales.

Sanitation Fund

Revenue estimates are developed from historical data trends, which remain relatively constant from year to year. Annexations and a strong rate increase tied to the Consumer Price Index (CPI) have contributed to a substantial increase in budgeted operating revenue.

Total Budget Summary

BUDGET SUMMARY

CITY OF ZEPHYRHILLS - FISCAL YEAR 2024-2025

THE PROPOSED OPERATING BUDGET EXPENDITURES OF CITY OF ZEPHYRHILLS ARE 7.4% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

General Fund	6.2500								
ESTIMATED REVENUES	GENERAL FUND	SPECIAL REVENUE FUND	CRA FUND	IMPACT FEES FUND	UTILITY CAPACITY FEES FUND	UTILITY FUND	AIRPORT FUND	SANITATION FUND	TOTAL ALL FUNDS
Taxes: Millage per \$1,000									
Ad Valorem Taxes	6.2500	9,312,497	1,347,996						10,660,493
Sales and Use Taxes		4,713,707							4,713,707
Utility Service Taxes		3,645,717							3,645,717
Permits, Fees & Special Assessments		2,914,169		1,171,600	961,000				5,046,769
Charges for Services		145,300				13,690,000	2,028,146	2,385,480	18,248,926
Intergovernmental Revenue		2,445,000	2,036,128			7,267,283	15,732,504		27,480,915
Fines & Forfeitures		50,000							50,000
Miscellaneous Revenue		490,367	248,000	101,000	156,000	25,000	223,000	123,000	1,447,367
TOTAL SOURCES	\$19,003,050	\$6,997,835	\$1,448,996	\$1,327,600	\$986,000	\$21,180,283	\$17,883,650	\$2,466,480	\$71,293,894
Transfers In	1,992,800					5,986,000	285,030		8,263,830
Fund Balances/Reserves/Net Assets	613,234	6,990,115	1,350,964	7,842,844	5,000,000		2,430,914	1,480,707	25,708,778
TOTAL REVENUES, TRANSFERS & BALANCES	\$21,609,084	\$13,987,950	\$2,799,960	\$9,170,444	\$5,986,000	\$27,166,283	\$20,599,594	\$3,947,187	\$105,266,502
EXPENDITURES									
General Government	7,876,674		901,960						8,778,634
Public Safety	8,289,168	88,000							8,377,168
Physical Environment	743,384					7,826,372		1,723,728	10,293,484
Transportation	1,383,959			760,500			946,493		3,090,952
Culture & Recreation	2,102,732								2,102,732
Debt Service		589,927				2,249,590		20,662	2,860,179
TOTAL EXPENDITURES	\$20,395,917	\$677,927	\$901,960	760,500	-	\$10,075,962	\$946,493	\$1,744,390	\$35,503,149
Capital Outlay	793,611	12,829,501	1,898,000	4,300,000		12,876,000	17,735,000	1,110,500	51,542,612
Transfers Out	18,740				5,986,000	1,877,650	20,000	361,440	8,263,830
Fund Balances/Reserves/Net Assets	400,816	480,522		4,109,944		2,336,671	1,898,101	730,857	9,956,911
TOTAL APPROPRIATED EXPENDITURES	\$21,609,084	\$13,987,950	\$2,799,960	\$9,170,444	\$5,986,000	\$27,166,283	\$20,599,594	\$3,947,187	\$105,266,502
TRANSFERS, RESERVES & BALANCES									

THE TENTATIVE, ADOPTED AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE REFERENCED TAXING AUTHORITY AS A PUBLIC RECORD.

Total Budget Summary by Object

Projected Total Revenues

\$105,266,502

▼ \$1,203,897 vs. 2024

Projected Total Expenditures

\$105,266,502

▼ \$1,203,897 vs. 2024

Projected Surplus

\$0

Projected Surplus

Revenues

Shared Revenues	\$27,288,329
Budget Carry-Over	\$25,708,778
Charges for Services	\$20,241,726
Ad Valorem Taxes	\$10,660,493
Transfers In	\$6,688,996
Permits, Fees, and Special Assessments	\$5,076,769
Sales and Use Taxes	\$4,489,327
Utilities Service Taxes	\$3,645,717
Interest Earnings	\$1,029,000
Miscellaneous Revenues	\$387,367
Fines and Forfeitures	\$50,000
TOTAL	\$105,266,502

Expenditures

Capital Outlay	\$51,542,612
Personnel Services	\$18,183,608
Operating Expenditures	\$12,244,862
Budgeted Reserves	\$9,956,912
Transfers Out	\$8,263,830
Debt Service	\$2,860,179
Grants & Contributions	\$2,214,500
TOTAL	\$105,266,502

Personnel Summary

General Fund

Administration

Pay Grade	Position	FY 2023	FY 2024	FY 2025
	City Manager *	1	1	1
Z-167	City Clerk *	1	1	1
Z-159	Deputy City Clerk	0	1	0
Z-161	Public Information Officer *	1	1	1
Z-160	Main Street Event Coordinator	1	1	1
Z-156	Assistant City Clerk	0	0	1
	Administrative Coordination	1	0	0
Z-150	Intern PT	2	1	1
Total		7	6	6

Finance

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-172	Finance Director *	1	1	1
Z-166	Assistant Finance Director *	0	0	1
Z-163	Finance Supervisor *	1	1	0
Z-157	Purchasing Agent	1	1	1
Z-155	Accounting Specialist	1	1	1
Total		4	4	4

Human Resources

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-172	HR/Risk Management Director *	1	1	1
Z-162	Human Resources Coordinator	1	1	1
Z-156	Human Resources Assistant	1	1	1
Z-150	Human Resources Clerk (PT)	0	0	0.5
Total		3	3	3.5

Planning

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-172	Planning Director *	1	1	1
Z-166	Principal Planner *	1	1	1
Z-160	GIS Technician/Community Planner	1	1	1
Z-159	Historic Preservation Officer/Community Planner	1	1	1
Z-153	Planning Support Specialist	1	1	1
Total		5	5	5

Information Technology

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-172	IT Director *	1	1	1
Z-164	IT Systems Administrator	1	1	1
Z-159	IT Specialist	1	1	2
Total		3	3	4

Police

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-173	Police Chief *	1	1	1
	Police Captain *	1	0	0
Z-169	Police Lieutenant *	2	2	2
P-2	Police Sergeant	5	5	5
Z-153 - P-1	Detective/Patrol Officer/K-9/Trainee	31	36	39

Z-153	Patrol Officer Trainee	1	1	0
Z-156	Executive Assistant	1	1	1
Z-154	Crime Scene Technician	1	1	1
Z-158	Crime Analyst	0	1	1
Z-153	Certified Evidence Specialist	1	1	1
Z-154	Building Maintenance Specialist II	1	1	1
Z-150	Records Clerk	2	2	2
Total		47	52	54

Public Safety Operators

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-158	Public Safety Supervisor	1	1	1
Z-154	Public Safety Operator	9	9	6.5
Total		10	10	7.5

Building and Code Enforcement

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-171	Building Official *	1	1	1
Z-164	Deputy Building Official	0	1	1
Z-161	Senior Code Inspector	1	0	1
Z-161	Fire Inspector	1	1	1
Z-159	Public Safety Inspector	1	1	1
Z-158	Code Enforcement Officer	2	2	2
Z-155	Senior Code Support Specialist	1	1	1
Z-153	Code Support Specialist	1	1	1
Total		8	8	9

Library

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-168	Library Director *	1	1	1
Z-162	Assistant Library Director *	1	1	1
Z-153	Senior Circulation Clerk	1	1	1
Z-150	Circulation Clerk	1	2	3
	Office Assistant II	1	0	0
Total		5	5	6

Fleet Maintenance

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-163	Fleet Superintendent *	1	1	1
Z-158	Fleet Maintenance Foreman	1	1	1
Z-156	Senior Maintenance Mechanic	2	2	2
Total		4	4	4

Streets

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-172	Public Works Director *	1	1	1
Z-163	Streets & Stormwater Superintendent *	1	1	1
Z-158	Streets Foreman	1	1	1
Z-155	Sign Technician	1	1	1
Z-151 to Z-156	Heavy Equipment Operator (I, II, or III)	5	5	5
Total		9	9	9

Parks and Facilities Management

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-163	Parks & Facilities Superintendent *	1	1	1
Z-159	Environmental Specialist	1	1	1

Z-158	Parks Foreman	1	1	1
Z-155	Horticultural Specialist	1	1	1
Z-154	Building Maintenance Specialist II	2	2	2
Z-151 to Z-155	Parks Maintenance Worker (I, II, or III)	8	9	11
Total		14	15	17
Total General Fund		119	124	129

Community Redevelopment Agency Fund

Community Redevelopment Agency

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-168	Community Redevelopment Agency Director *	1	1	1
Total		1	1	1
Total Community Redevelopment Agency		1	1	1

Utility Fund

Utility Admin

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-172	Utilities Director *	1	1	1
Z-156	Executive Assistant	1	1	1
Total		2	2	2

Utility Billing

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-157	Utility Billing Supervisor	0	1	1
Z-152	Senior Customer Service Representative - Utility Billing	1	1	1
Z-153	Utility Billing Specialist	0	1	1
Z-150	Customer Service Representative - Utility Billing	3	4	3.5
Total		4	7	6.5

Water

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-164	Water Superintendent *	1	1	1
Z-158	Water Foreman	1	1	1
Z-151 to Z-162	Water Plant Operator (A, B, C or Trainee)	3	3	3
Z-158	Meter Foreman	1	1	1
Z-151 to Z-155	Utilities Service Worker (I, II or III)	6	6	8
Z-151 to Z-153	Meter Reader (I or II)	1	1	2
Total		13	13	16

Wastewater

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-164	Wastewater Superintendent *	1	1	1
Z-163	Chief Wastewater Plant Operator *	1	1	1
Z-151 to Z-162	WWTP Operator (A, B, C or Trainee)	5	5	5
Z-161	Electrical Instrumentation Technician	1	1	1
Z-159	SCADA Specialist	1	1	1
Z-158	Wastewater Foreman	1	1	1
Z-157	F.O.G. Inspector	0	1	1
Z-151 to Z-153	Utilities Service Worker (I, II or III)	7	7	10
Total		17	18	21
Total Utility Fund		36	40	45.5

Airport Fund

Airport

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-171	Airport Manager *	1	1	1
Z-158	Airport Operations Foreman	1	1	1
Z-156	Executive Assistant	1	1	1
Z-155	Airport Maintenance Specialist III	1	1	1
Z-153	Airport Maintenance Specialist II	2	2	2
Z-151	Airport Maintenance Specialist I	0	0	1
Total		6	6	7
Total Airport Fund		6	6	7

Sanitation Fund

Sanitation

Pay Grade	Position	FY 2023	FY 2024	FY 2025
Z-163	Sanitation Superintendent *	1	1	1
Z-158	Sanitation Foreman	1	1	1
Z-156	Senior Maintenance Mechanic	1	1	1
Z-156	Executive Assistant	1	1	1
Z-154	Sanitation Driver	6	6	7
Z-151	Sanitation Worker I	1	2	2
Total		11	12	13
Total Sanitation Fund		11	12	13
Total City of Zephyrhills Personnel		173	183	195.5

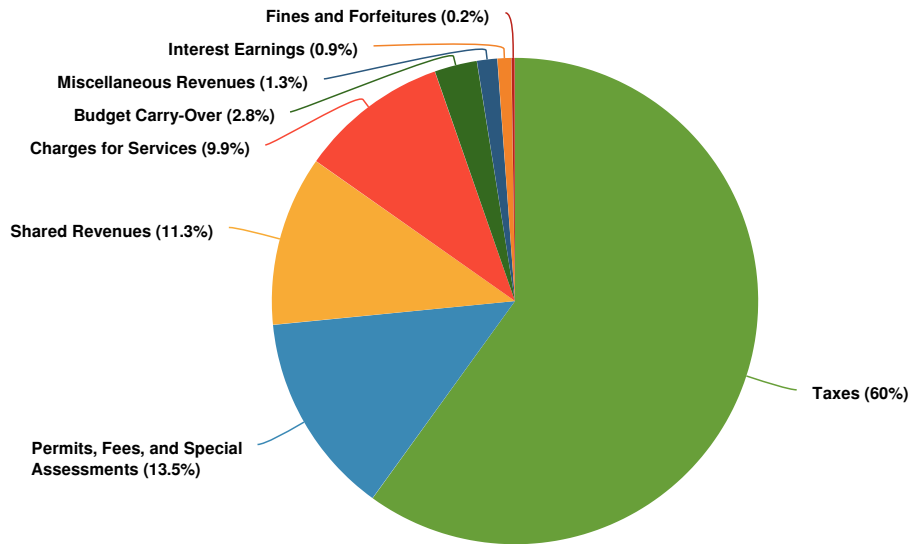
DEPARTMENTS

General Fund



General Fund
Org Code: 0100*

General Fund - Revenues by Source

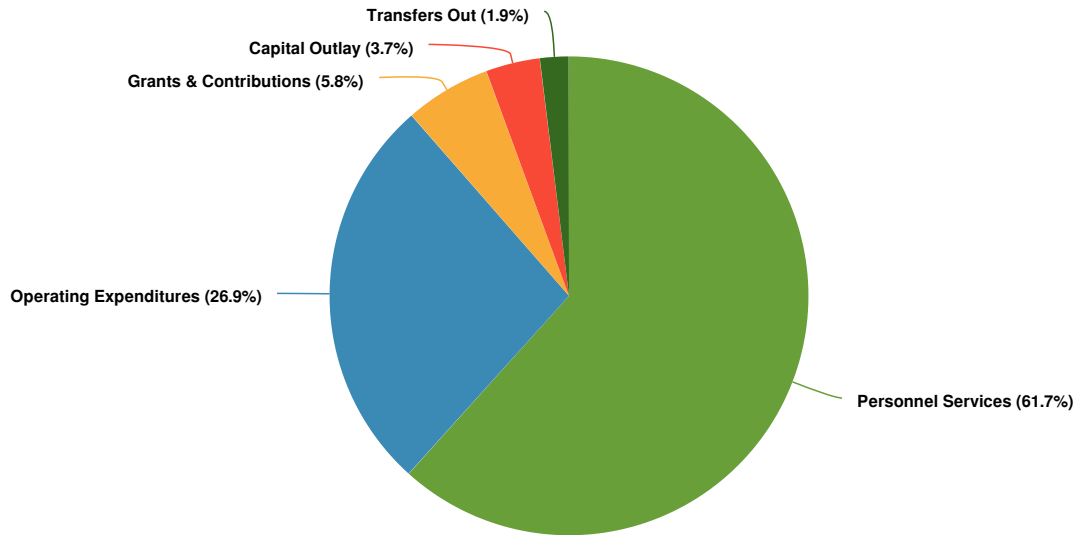


Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	01000300-300100	\$0	\$500,000
Budget Carryover	01010300-300100	\$0	\$4,107
Budget Carryover	01040300-300100	\$51,000	\$55,611
Budget Carryover	01147100-300100	\$48,534	\$53,516
Total Budget Carry-Over:		\$99,534	\$613,234
Taxes			
Ad Valorem Taxes			
Property Taxes	01000311-311000	\$7,990,644	\$9,312,497
Total Ad Valorem Taxes:		\$7,990,644	\$9,312,497
Utilities Service Taxes			
Utility Tax Electric	01000314-314100	\$2,487,000	\$2,520,768
Utility Tax Propane	01000314-314800	\$29,000	\$20,000
Communications Service Tax	01000315-315000	\$871,291	\$1,012,949

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Business Tax	01000316-316000	\$92,000	\$92,000
Total Utilities Service Taxes:		\$3,479,291	\$3,645,717
Total Taxes:		\$11,469,935	\$12,958,214
Permits, Fees, and Special Assessments			
Building Permits	01000322-322000	\$1,200,000	\$900,000
Franchise Fees Electric	01000323-323100	\$1,810,000	\$1,958,769
Franchise Fees Gas	01000323-323400	\$6,000	\$6,000
Plans Review Fire	01000329-329004	\$5,000	\$7,000
Inspections Fire	01000329-329006	\$3,000	\$4,000
Permits Fire	01000329-329008	\$16,000	\$18,000
Safety Inspections	01000329-329200	\$400	\$400
Tree Mitigation	01110329-329110	\$20,000	\$20,000
Total Permits, Fees, and Special Assessments:		\$3,060,400	\$2,914,169
Shared Revenues			
State Grant-General Government	01000334-334110-24P07	\$75,000	\$0
St Rev Sharing Cig/Motor Fuel	01000335-335120	\$690,000	\$708,000
Mobile Home License	01000335-335140	\$145,000	\$155,000
Alcoholic Beverage License	01000335-335150	\$17,000	\$18,000
Local Govt Half Cent Tax	01000335-335180	\$1,516,015	\$1,564,000
Total Shared Revenues:		\$2,443,015	\$2,445,000
Charges for Services			
Building Administrative Fees	01000341-341200	\$20,000	\$25,000
ZPD Extra Duty Assignment	01000341-341201	\$50,000	\$50,000
ZPD MOU Operation Stonegarden	01000341-341202	\$10,000	\$35,000
City 1% Fee-TIF	01000341-341301	\$10,000	\$10,000
Sif 1 Or 2 1/2 % Admin Fee	01000341-341302	\$25,000	\$10,000
5% Adm Fee Police/Fire Imp Fee	01000341-341303	\$15,000	\$10,000
Transfer Fr Utility Fund	01000341-341341	\$1,203,481	\$1,642,800
Transfer Fr Airport Fund	01000341-341342	\$20,000	\$20,000
Transfer Fr Sanitation Fund	01000341-341343	\$330,000	\$330,000
Code Enforcement Mowing	01000343-343900	\$10,000	\$5,000
Outside Services	01000349-349100	\$300	\$300
Total Charges for Services:		\$1,693,781	\$2,138,100
Fines and Forfeitures			
Fines and Forfeitures-County	01000351-351100	\$65,000	\$45,000
Library Income Fines/Gifts/Mem	01000352-352100	\$1,000	\$1,000
Police Education (\$2.00)	01120351-351300	\$4,000	\$4,000
Total Fines and Forfeitures:		\$70,000	\$50,000
Interest Earnings			
Interest Income General	01000361-361100	\$200,000	\$200,000

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Total Interest Earnings:		\$200,000	\$200,000
Miscellaneous Revenues			
Building / Land Rental	01000362-362200	\$30,000	\$30,000
Surplus Property Sales	01000364-364400	\$50,000	\$50,000
Sale of Surplus Material/Scrap	01000365-365000	\$1,000	\$1,000
Miscellaneous Revenue	01000369-369900	\$10,000	\$10,000
FDOT Street Lighting Reimb	01000369-369905	\$50,303	\$53,367
Planning Dept. Revenues	01000369-369911	\$80,000	\$100,000
Library Miscellaneous Sales	01000369-369930	\$200	\$6,000
Cemetery Sales	01070364-364100	\$40,000	\$40,000
Total Miscellaneous Revenues:		\$261,503	\$290,367
Total Revenue Source:		\$19,298,168	\$21,609,084

General Fund - Expenditures by Expense Type



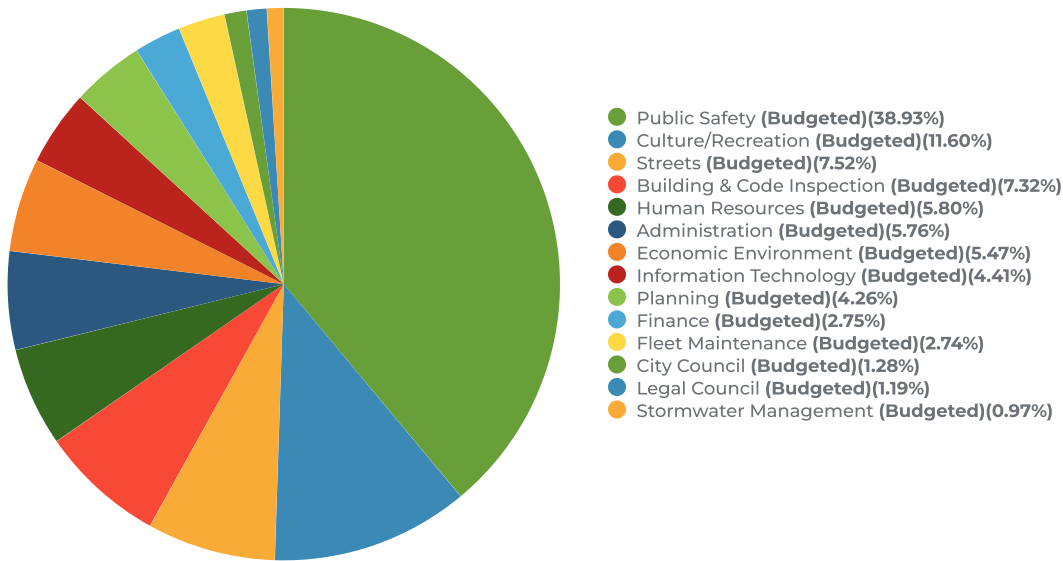
Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services		\$12,121,652	\$13,331,034
Operating Expenditures		\$5,105,231	\$5,810,883
Capital Outlay		\$564,500	\$793,611
Grants & Contributions		\$834,000	\$1,254,000
Transfers Out		\$672,785	\$419,557
Total Expense Objects:		\$19,298,168	\$21,609,085

Expenditures by Fund

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
General Fund		\$19,198,634	\$21,499,958
PD CAD Reserve		\$51,000	\$55,611
Library Donations		\$48,534	\$53,516
Total:		\$19,298,168	\$21,609,085

General Fund - Expenditure Summary by Department

Expenditure Summary by Department



Department	Budget FY23/24	Budget FY24/25
City Council	348,988	269,950
Administration	1,803,508	1,571,756
Legal Council	95,000	250,000
Admin - Economic Development	715,000	1,150,000
Finance	570,417	574,065
Human Resources	1,319,224	1,235,157
Planning	802,175	825,920
Information Technology	853,912	932,010
Police	6,388,850	7,102,594
Police - Telecommunications	871,241	927,843
Fire	643,564	384,342
Building	1,052,217	1,548,857
Library	504,403	585,594
Public Works - Equipment Maintenance	494,667	590,884
Public Works - Stormwater Management	104,500	204,500
Public Works - Streets	1,233,395	1,588,959
Public Works - Parks & Facilities Management	1,497,107	1,866,654
Total	19,298,168	21,609,085

City Council



General Fund
Org Code: 01001100

The Mayor and City Council serve as representatives of the electors of the City of Zephyrhills and are responsible for establishing the direction and policies of all affairs of the City.

Their primary duties include exercising legislative leadership and policy to promulgate the laws and ordinances of the City, approving an annual budget to provide for the needs and services of the City, setting policy and direction for the various functions of City government, and appointing citizens to serve on various advisory boards and committees.

Mission Statement

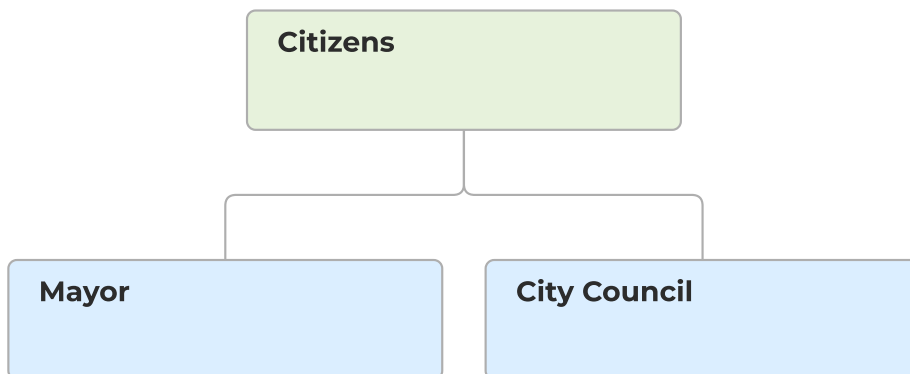
"Zephyrhills is a friendly community which respects and embraces its past and heritage, values the diversity of its residents, and encourages economic growth and development while retaining its small town, neighborly charm."

City Council - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Mayor	1	1	1
City Council	5	5	5
Total	6	6	6

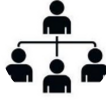
Finance



City Council - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Council/Mayor Compensation	01001100-511000	\$41,804	\$43,200
Fica Taxes	01001100-521100	\$2,596	\$2,682
Medicare Taxes	01001100-521200	\$610	\$630
Group Health	01001100-523000	\$92,622	\$102,718
Workers Comp Insurance	01001100-524000	\$1,656	\$1,020
Total Personnel Services:		\$139,288	\$150,250
Operating Expenditures			
Telephone & Data Communication	01001100-541000	\$2,200	\$2,200
Office Supplies	01001100-551000	\$1,000	\$1,000
Operating Supplies	01001100-552000	\$9,500	\$9,500
Memberships/Dues	01001100-554200	\$8,000	\$8,000
Training	01001100-555500	\$15,000	\$15,000
Total Operating Expenditures:		\$35,700	\$35,700
Capital Outlay			
Machinery & Equipment	01001100-564000	\$100,000	\$0
Total Capital Outlay:		\$100,000	\$0
Grants & Contributions			
Contrib. to Chamber of Comm.	01001100-582100	\$10,000	\$10,000
Contrib. to YMCA	01001100-582200	\$40,000	\$50,000
Scholarship	01001100-582400	\$10,000	\$10,000
Community Youth Grants	01001100-582450	\$14,000	\$14,000
Total Grants & Contributions:		\$74,000	\$84,000
Total Expense Objects:		\$348,988	\$269,950

Administration



General Fund

Org Code: 01001200

Administration includes the Offices of the City Manager, City Clerk, and Public Information Officer.

The City Manager serves at the pleasure of City Council as the City's Chief Administrative Officer. The City Manager is responsible for administering policies established by City Council and overseeing the City's day-to-day activities to provide effective delivery of all municipal services and programs. The City Manager presents recommendations to City Council for policy adoption through ordinance and/or resolution; maintaining a well-trained and motivated workforce; developing and implementing a fiscally responsive annual budget; and delivering a sound public relations program that emphasizes a transparent government operation.

The City Clerk is under the general supervision of the City Manager. This position is a City Charter position which provides services to the Mayor, City Council, City Manager and City staff. The City Clerk's office maintains, records and preserves all official documents and proceedings of the City Council and serves as the Records Management Liaison Officer to the State of Florida archives; provides public notices, prepares and distributes City Council agendas and minutes, provides access to public records, and coordinates the codification and publication of the City's Code of Ordinances. The City Clerk Office qualifies candidates and manages municipal elections. The City Clerk's Office is dedicated to continuing the preservation of the City's history.

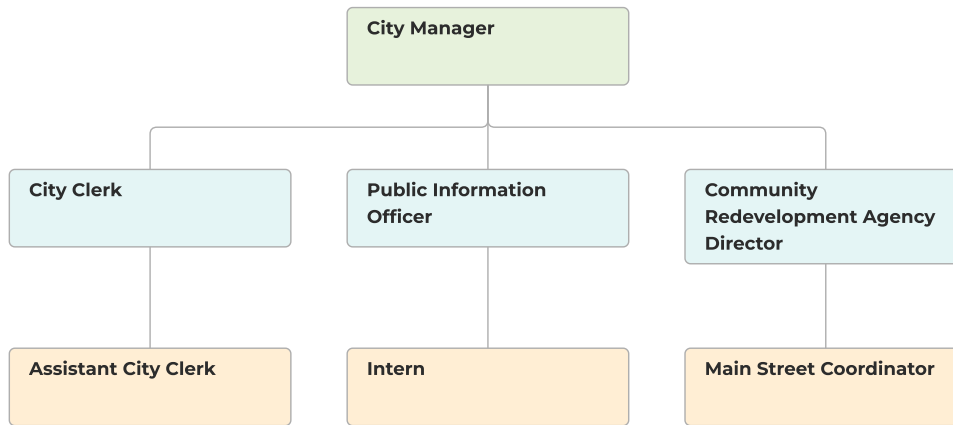
The Public Information Officer is accomplished under the general supervision of the City Manager in collaboration with all departments to promote a positive image of the city while providing educational information to the public and employees. The office develops, implements, and assesses strategic plans and objectives to reach optimum presence and results in the media and the community and provides consultation and support to executive staff on subjects of public information and community relations activities. The Public Information Officer(s), or PIO, serves as the spokesperson for the departments. The office is also responsible for disseminating information through multiple mediums to the public and media, outside agencies, and internally.

Administration - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
City Manager *	1	1	1
City Clerk *	1	1	1
Deputy City Clerk	0	1	0
Public Information Officer *	1	1	1
Main Street Event Coordinator	1	1	1
Assistant City Clerk	0	0	1
Administrative Coordinator	1	0	0
Intern PT	2	1	1
Total	7	6	6

Administration



Administration - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001200-512000	\$417,422	\$431,078
Overtime Administration	01001200-514000	\$500	\$1,000
Fica Taxes	01001200-521100	\$23,153	\$26,730
Medicare Taxes	01001200-521200	\$5,417	\$6,254
Retirement Contributions	01001200-522100	\$93,851	\$90,404
Group Health	01001200-523000	\$80,289	\$96,337
Workers Comp Insurance	01001200-524000	\$14,775	\$10,162
Total Personnel Services:		\$635,407	\$661,965
Operating Expenditures			
Elections	01001200-530000	\$7,000	\$10,500
Additional Legal Services	01001200-531050	\$20,000	\$20,000
Medical Services	01001200-531200	\$300	\$300
Professional Services	01001200-531500	\$70,000	\$65,000
Credit Card Processing Fees	01001200-533000	\$4,000	\$4,000
Contractual Services	01001200-534000	\$45,500	\$40,000
Ordinance Codification	01001200-537000	\$15,000	\$15,000
Property Taxes	01001200-538000	\$250	\$250
Telephone & Data Communication	01001200-541000	\$2,600	\$2,600
Freight and Postage Services	01001200-542000	\$1,000	\$1,000
Electricity	01001200-543000	\$50,000	\$60,000
Water & Sewer Expense	01001200-543300	\$6,500	\$6,500
Refuse Removal	01001200-543400	\$2,000	\$2,000
Leases & Rentals	01001200-544000	\$7,500	\$5,000
Copy Machine Leases	01001200-544500	\$5,000	\$5,000
Repair & Maint-Buildings	01001200-546010	\$4,500	\$4,000
Repair & Maint-Equipment	01001200-546100	\$1,000	\$1,000
Repair & Maint Vehicles	01001200-546200	\$1,500	\$1,500
Marketing/Publicity	01001200-548000	\$100,000	\$100,000
Legal Ads	01001200-549000	\$6,600	\$6,000
Office Supplies	01001200-551000	\$2,000	\$4,000
Operating Supplies	01001200-552000	\$10,200	\$10,200
Gas & Oil	01001200-552700	\$2,400	\$2,400
Employee Recognition	01001200-552800	\$35,000	\$35,000
Books & Subscriptions	01001200-554000	\$500	\$500
Safety Committee	01001200-554100	\$0	\$1,000
Memberships/Dues	01001200-554200	\$6,000	\$6,000
Training	01001200-555500	\$10,000	\$10,000
Tuition Reimbursement	01001200-555600	\$12,500	\$10,000
Total Operating Expenditures:		\$428,850	\$428,750

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Capital Outlay			
Building & Building Improvemen	01001200-562000	\$100,000	\$100,000
Total Capital Outlay:		\$100,000	\$100,000
Transfers Out			
Administrative Transfer to Air	01001200-591420	\$18,740	\$18,740
Reserve	01001200-599100	\$620,511	\$362,301
Total Transfers Out:		\$639,251	\$381,041
Total Expense Objects:		\$1,803,508	\$1,571,756

City Attorney

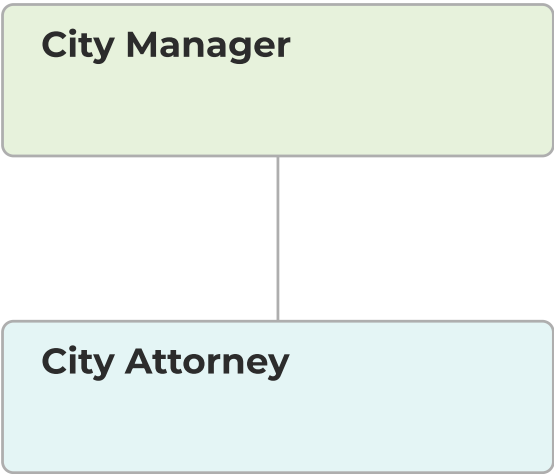


General Fund
Org Code: 01001400

The City Attorney (independent contractor), provides legal counsel to the Mayor, City Council and staff of the City and attends City Council meetings and workshops. The City Attorney represents the City in litigation, collects delinquent taxes, forecloses liens upon real property, prosecutes code enforcement violations, and is the legal advisor to the police and fire departments. The City Attorney prepares/reviews all resolutions, ordinances, contracts, and legal agreements.

City Attorney - Personnel Information

Administration



City Attorney - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Operating Expenditures			
City Attorney	01001400-531000	\$95,000	\$250,000
Total Operating Expenditures:		\$95,000	\$250,000
Total Expense Objects:		\$95,000	\$250,000

Economic Development



General Fund

Org Code: 01005200

It is the mission of the Economic Development Department to provide an environment that enhances communication with our economic development community partners, which include Main Street, the Chamber of Commerce, Pasco Economic Development Council, and Pasco County. This coalition of partners shall work together to retain, expand, and attract new businesses through marketing, assistance in site selection, and offering incentives when available. Implement key aspects of the City of Zephyrhills economic development goals and community redevelopment plan.

Economic Development - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Operating Expenditures			
Contractual Services	01005200-534000	\$50,000	\$50,000
Marketing/Publicity	01005200-548000	\$5,000	\$5,000
Total Operating Expenditures:		\$55,000	\$55,000
Grants & Contributions			
Economic Development Grant	01005200-582700	\$660,000	\$1,095,000
Total Grants & Contributions:		\$660,000	\$1,095,000
Total Expense Objects:		\$715,000	\$1,150,000

Finance



General Fund
Org Code: 01001350

It is the mission of the Finance Department to account for all transactions of the City using generally accepted accounting principles, to develop, prepare, coordinate, and deliver the annual operating budget, to prepare the Comprehensive Annual Financial Report, schedule the annual audit, to oversee procurement functions, to maintain debt compliance, to maintain fiscal responsibility, and to provide quality information in a timely manner, while maintaining the highest level of ethical professional standards.

The Finance Department is responsible for the proper accounting of all City funds and compliance with all applicable regulations and law as they pertain to fiscal matters. Routine duties include payroll, accounts payable, accounts receivable, fund accounting, single audit reporting and disclosure, Comprehensive Annual Financial Report (CAFR) preparation, centralized purchasing, preparation of applicable State and Federal reports, capital asset reporting, periodic financial reports to management, administering debt service, investment of City funds, and development, preparation, implementation, and control of the approved budget. The department also assists other departments with financial issues that arise during the year.

Finance - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Finance Director *	1	1	1
Assistant Finance Director *	0	0	1
Finance Supervisor *	1	1	0
Purchasing Agent	1	1	1
Accounting Specialist	1	1	1
Total	4	4	4

Finance



Finance - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001350-512000	\$283,930	\$295,342
Fica Taxes	01001350-521100	\$17,605	\$18,313
Medicare Taxes	01001350-521200	\$4,119	\$4,285
Retirement Contributions	01001350-522100	\$65,497	\$67,666
Group Health	01001350-523000	\$92,622	\$69,297
Workers Comp Insurance	01001350-524000	\$11,234	\$6,962
Total Personnel Services:		\$475,007	\$461,865
Operating Expenditures			
Medical Services	01001350-531200	\$50	\$300
Professional Services	01001350-531500	\$15,000	\$34,000
Auditing	01001350-532000	\$60,000	\$64,500
Telephone & Data Communication	01001350-541000	\$800	\$300
Freight and Postage Services	01001350-542000	\$60	\$100
Office Supplies	01001350-551000	\$1,000	\$1,000
Operating Supplies	01001350-552000	\$8,000	\$4,000
Books & Subscriptions	01001350-554000	\$1,000	\$500
Memberships/Dues	01001350-554200	\$3,500	\$1,500
Training	01001350-555500	\$6,000	\$6,000
Total Operating Expenditures:		\$95,410	\$112,200
Total Expense Objects:		\$570,417	\$574,065

Human Resources



General Fund

Org Code: 01001370

Human Resources (HR) is responsible for managing the people-related aspects and has a focus on the workforce to ensure that we are effectively recruiting, developing, utilizing, and retaining employees. Key responsibilities of HR include recruitment/hiring, training, and development, employee relations, compensation, and benefits. Other duties include participating in Union negotiations, employee wellness, and engagement, overseeing the drug-free workplace program, administering the Federal Medical Leave Act (FMLA), ADA compliance, and other labor law regulations, state laws, and statutes.

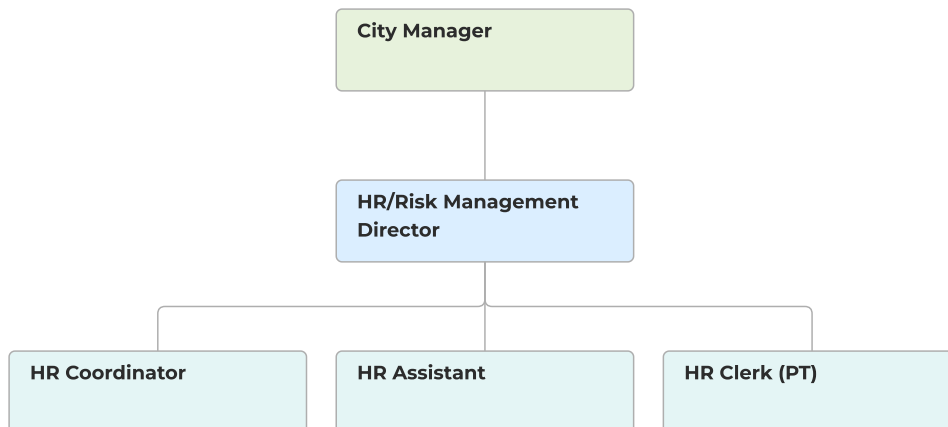
Risk Management (RM) is responsible for identifying, assessing, and mitigating various types of risks that the City may face. RM handles potential risks, all insurance claims, all insurance property renewals, measures to reduce or mitigate identified risks, workers' compensation, risk transfer, safety committee, compliance, and regulations to comply with the organization's standards. Additional duties are responding to unexpected events, crises, and natural disasters.

Human Resources - Personnel Information

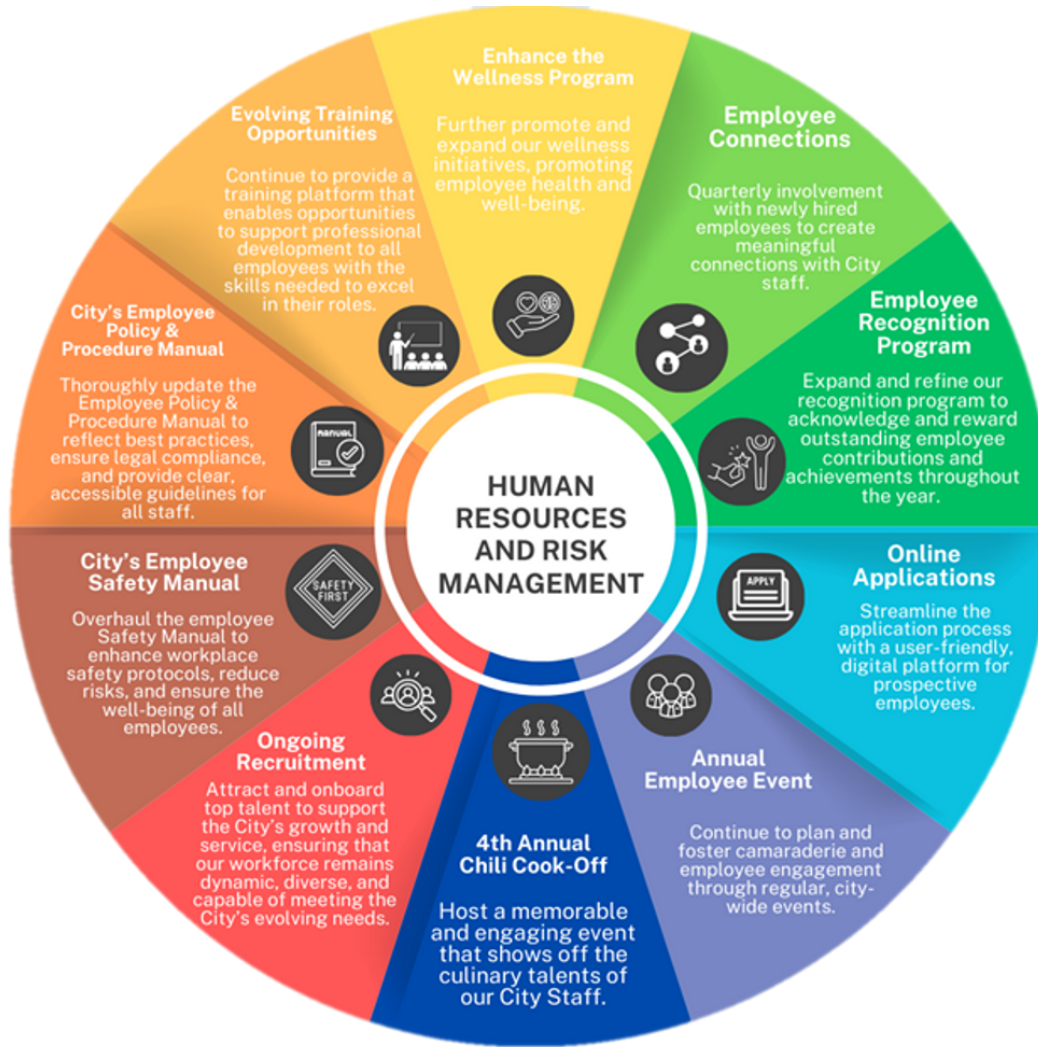
Personnel by Position

Position	FY 2023	FY 2024	FY 2025
HR/Risk Management Director *	1	1	1
Human Resources Coordinator	1	1	1
Human Resources Assistant	1	1	1
Human Resources Clerk (PT)	0	0	0.5
Total	3	3	3.5

Human Resources



Human Resources - Goals & Objectives



Human Resources - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001370-512000	\$192,458	\$211,381
Fica Taxes	01001370-521100	\$11,934	\$13,107
Medicare Taxes	01001370-521200	\$7,527	\$8,326
Retirement Contributions	01001370-522100	\$45,573	\$51,646
Group Health	01001370-523000	\$28,366	\$44,214
Group Health Ins-Retirees	01001370-523100	\$401,701	\$278,800
Group Life	01001370-523500	\$9,000	\$9,000
Worker's Comp Insurance	01001370-524000	\$7,615	\$4,983
Total Personnel Services:		\$704,174	\$621,457
Operating Expenditures			
Medical Services	01001370-531200	\$3,000	\$3,200

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Professional Services	01001370-531500	\$20,000	\$20,000
Telephone & Data Communication	01001370-541000	\$1,700	\$1,700
Freight and Postage Services	01001370-542000	\$850	\$1,000
Copy Machine Leases	01001370-544500	\$1,800	\$1,800
Property & Casualty Insurance	01001370-545000	\$557,700	\$556,000
Recruiting Advertising	01001370-549100	\$5,000	\$5,000
Office Supplies	01001370-551000	\$800	\$800
Operating Supplies	01001370-552000	\$4,000	\$4,000
Safety Committee	01001370-554100	\$1,100	\$1,100
Memberships/Dues	01001370-554200	\$1,500	\$1,500
Training	01001370-555500	\$7,600	\$7,600
City Wide Training	01001370-555550	\$10,000	\$10,000
Total Operating Expenditures:		\$615,050	\$613,700
Total Expense Objects:		\$1,319,224	\$1,235,157

Planning



General Fund

Org Code: 01001500

The Planning Department plays a vital role in guiding the city's growth, ensuring that development is orderly, sustainable, and aligned with the city's vision, goals, and policies. The department's staff is committed to enhancing the community's quality of life through well-designed, physically integrated, environmentally sustainable, and economically resilient places. The Planning Department also advises the City Manager, City Council, and the general public on planning and regulatory development issues.

Key departmental functions include:

- **Long-Range Planning:** Developing and maintaining the City's Comprehensive Plan and formulating strategic initiatives to address future opportunities and challenges.
- **Development Review:** Analyzing applications for Future Land Use Map and Zoning Atlas amendments, site development plans, and subdivision plans to ensure compliance with the Comprehensive Plan and Land Development Code. Coordinating the permitting process for new developments, redevelopments, and change of use requests and managing variances, conditional uses, and special exceptions to meet all legal and regulatory requirements.
- **Internal and External Agency Coordination:** Collaborating with City departments and agency stakeholders to ensure coordinated and comprehensive planning and implementation for aspects of development.
- **Community Engagement:** Actively involving residents, businesses, and other stakeholders in planning processes to help shape a city that reflects the desires of the community and enhances overall livability.
- **Economic Development:** Supporting economic growth by working with businesses, developers, and other economic development partners to promote local investment and job creation.
- **Historic Preservation:** Administering programs to preserve historic structures and neighborhoods, including managing design guidelines and incentives for preservation.
- **Urban Design:** Enhancing the aesthetic quality and functionality of streetscapes and other spaces through urban design initiatives, contributing to a more attractive and cohesive urban environment.
- **GIS:** Working collaboratively with all City Departments in creating / updating data a comprehensive Map Series.

Planning - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Planning Director *	1	1	1
Principal Planner *	1	1	1
GIS Technician/Community Planner	1	1	1
Historic Preservation Officer/Community Planner	1	1	1
Planning Support Specialist	1	1	1
Total	5	5	5

Planning



Planning - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001500-512000	\$326,341	\$362,549
Fica Taxes	01001500-521100	\$20,236	\$22,480
Medicare Taxes	01001500-521200	\$4,556	\$0
Retirement Contributions	01001500-522100	\$53,225	\$59,293
Group Health	01001500-523000	\$47,830	\$42,251
Workers Comp Insurance	01001500-524000	\$12,912	\$8,547
Total Personnel Services:		\$465,100	\$495,120
Operating Expenditures			
Medical Services	01001500-531200	\$75	\$300
Professional Services	01001500-531500	\$135,000	\$215,000
Professional Services	01001500-531500-24P07	\$75,000	\$0
Contractual Services	01001500-534000	\$500	\$500
Telephone & Data Communication	01001500-541000	\$2,000	\$2,000
Freight and Postage Services	01001500-542000	\$500	\$1,000
Copy Machine Leases	01001500-544500	\$2,500	\$2,500
Legal Ads	01001500-549000	\$3,000	\$3,000
Office Supplies	01001500-551000	\$1,500	\$2,500
Sustainability Program	01001500-552650	\$5,000	\$10,000
Books & Subscriptions	01001500-554000	\$500	\$500
Memberships/Dues	01001500-554200	\$2,000	\$2,500
Training	01001500-555500	\$9,500	\$16,000
Total Operating Expenditures:		\$237,075	\$255,800
Grants & Contributions			
Historical Preservation	01001500-582500	\$100,000	\$75,000
Total Grants & Contributions:		\$100,000	\$75,000
Total Expense Objects:		\$802,175	\$825,920

Information Technology



General Fund

Org Code: 01001600

It is the mission of the Information Technology Division to meet the ever-changing technology needs of its users, within an integrated network environment comprised of many locations and functions. The division will continually strive to improve the network and the computer environment, of the end user and our stakeholders, through research and use of new technology for overall effective and efficient use of City resources, while limiting the need for specialized and expensive consultative support.

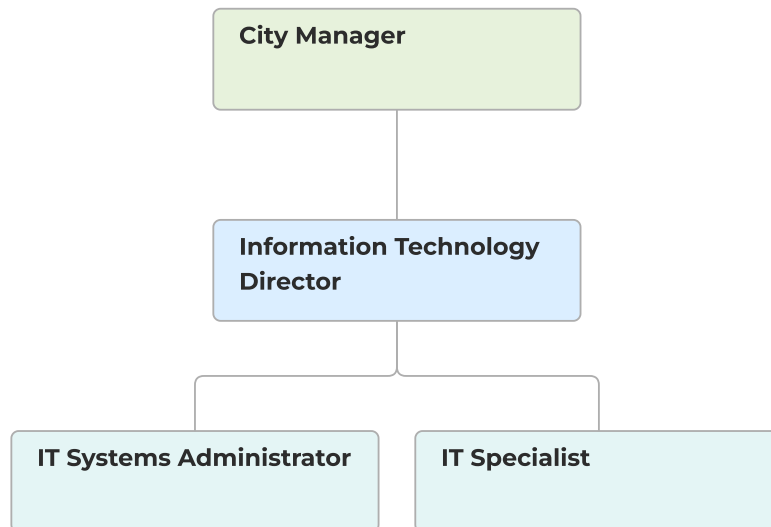
The Information Technology Division is responsible for researching, evaluating, purchasing, installing, and maintaining all City-owned computer related equipment and software. While maintaining an emphasis on customer service, the division provides technology support and training to all City departments and staff.

Information Technology - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
IT Director *	1	1	1
IT Systems Administrator	1	1	1
IT Specialist	1	1	2
Total	3	3	4

Information Technology



Information Technology - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001600-512000	\$231,289	\$273,643
Fica Taxes	01001600-521100	\$14,341	\$16,968
Medicare Taxes	01001600-521200	\$3,355	\$3,970
Retirement Contributions	01001600-522100	\$52,696	\$66,259
Group Health	01001600-523000	\$39,868	\$60,971
Workers Comp Insurance	01001600-524000	\$9,151	\$6,451
Total Personnel Services:		\$350,700	\$428,262
Operating Expenditures			
Medical Services	01001600-531200	\$75	\$300
Professional Services	01001600-531500	\$35,000	\$35,000
Prof Ser - Software & Support	01001600-531700	\$378,487	\$387,198
Telephone & Data Communication	01001600-541000	\$3,000	\$6,500
Freight and Postage Services	01001600-542000	\$500	\$500
Repair & Maint-Equipment	01001600-546100	\$10,000	\$10,000
Office Supplies	01001600-551000	\$250	\$250
Operating Supplies	01001600-552000	\$250	\$250
Gas & Oil	01001600-552700	\$350	\$350
Software	01001600-552900	\$10,000	\$10,000
Computers	01001600-552950	\$15,000	\$20,000
Computer Supplies & Peripheral	01001600-552951	\$9,000	\$9,000
Memberships/Dues	01001600-554200	\$300	\$400
Training	01001600-555500	\$25,000	\$24,000
Total Operating Expenditures:		\$487,212	\$503,748
Capital Outlay			
Machinery and Equipment	01001600-564000	\$16,000	\$0
Total Capital Outlay:		\$16,000	\$0
Total Expense Objects:		\$853,912	\$932,010

Police



General Fund

Org Code: 01002100

The City of Zephyrhills Police Department (ZPD) serves ever aware of the following mission statement:

*"The Zephyrhills Police Department mission is to protect the lives, property, and rights of all people as well as provide quality **service** with **respect** and **dignity**."*

At full staff, ZPD is comprised of 47 sworn officers plus 16 civilian support staff. ZPD is a full-service law enforcement agency serving a resident population of over 20,000 people with a large influx of seasonal visitors who make Zephyrhills their winter home. The Department recognizes its core values as the following:

CORE VALUES

RESPECT: Embrace individual character, personality, lifestyle, culture, ethnicity, and uniqueness as well as honor diverse life and work styles. We operate in a spirit of cooperation and value human dignity; however, expect the same consideration in return.

HONOR: Always act with the utmost integrity, and be honest and truthful. Enforce the laws equally and without bias. Hold yourself and other members to the highest ethical standards.

INTEGRITY: We place the highest value on honesty and adherence to a strict code of ethics; we will always engage in behavior beyond ethical reproach to maintain public confidence.

SERVICE: Putting responsibilities before self-interest, performing duties to meet the needs of others, promoting partnerships to identify and solve problems, doing what is right for the community.

KNOWLEDGE: We seek truth, awareness, and understanding through investigation, education, and experience.

DIGNITY: Always consider the right of a person to be valued and respected for his or her own sake, and to be treated ethically.

TEAMWORK: Teamwork is essential to the successful operation of the Department. The team must include all employees working in partnership with each other and the community to attain our goals.

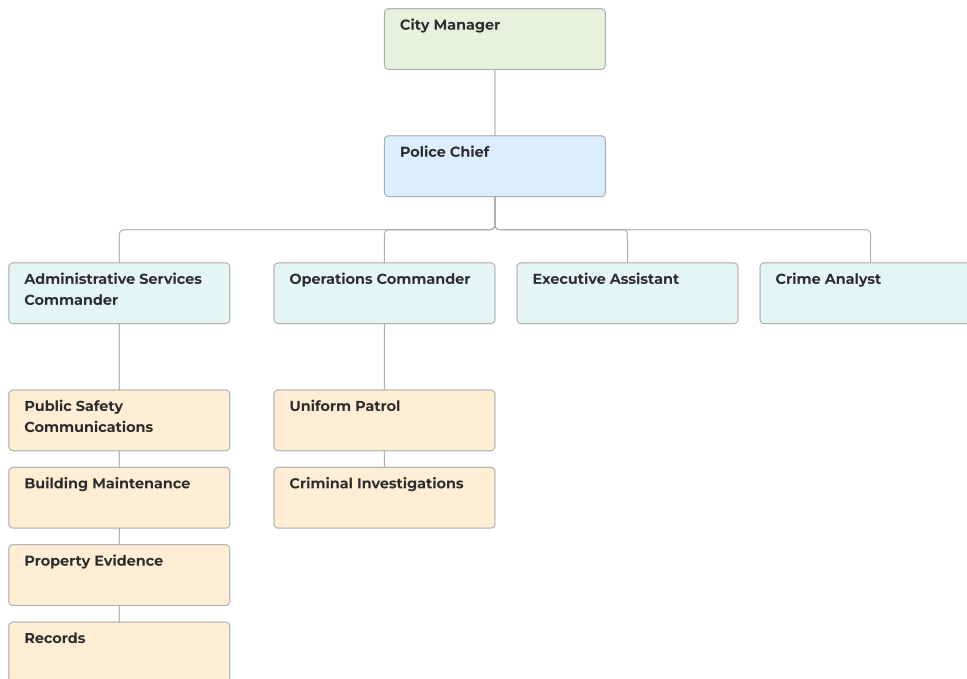
The Zephyrhills Police Department's mission statement is influenced by the principles of community-oriented policing. Community policing is a collaborative effort between the police department and the community that identifies crime and disorder problems and involves all elements of the population in the search for solutions to these problems. It is founded on close, mutually beneficial ties between police and community members. Effective community policing has a positive impact on reducing neighborhood crime, helping to overcome the fear of crime, and enhancing the community's quality of life. It accomplishes these things by combining the police, local government, and community members' efforts and resources. The Zephyrhills Police Department has adopted a community policing philosophy and will act as a facilitating agency in resolving problems that face our community by utilizing community-wide resources.

Police - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Police Chief *	1	1	1
Police Captain *	1	0	0
Police Lieutenant *	2	2	2
Police Sergeant	5	5	5
Detective/Patrol Officer/K-9/Trainee	31	36	39
Patrol Officer Trainee	1	1	0
Executive Assistant	1	1	1
Crime Scene Technician	1	1	1
Crime Analyst	0	1	1
Certified Evidence Specialist	1	1	1
Building Maintenance Specialist II	1	1	1
Records Clerk	2	2	2
Total	47	52	54

Police Organizational Chart FY 2024/2025



Police - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	01002100-512000	\$3,065,746	\$3,442,291
Salaries-Extra Duty Assignment	01002100-512100	\$50,000	\$50,000
Overtime Police	01002100-514000	\$120,000	\$150,000
Overtime Tact	01002100-514030	\$5,500	\$5,500

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Fica Taxes	01002100-521100	\$187,707	\$209,961
Medicare Taxes	01002100-521200	\$43,920	\$49,120
Retirement Contributions	01002100-522100	\$941,258	\$1,060,847
Group Health	01002100-523000	\$761,425	\$874,734
Workers Comp Insurance	01002100-524000	\$119,774	\$79,823
Total Personnel Services:		\$5,295,330	\$5,922,276
Operating Expenditures			
K-9 Veterinary Services	01002100-531100	\$6,000	\$6,000
Medical Services	01002100-531200	\$26,000	\$20,000
Professional Services	01002100-531500	\$63,600	\$70,000
Credit Card Processing Fees	01002100-533000	\$960	\$1,500
Contractual Services	01002100-534000	\$70,600	\$50,950
Ordinance Infraction Costs	01002100-534150	\$200	\$200
Animal Control	01002100-534200	\$160,000	\$170,000
Investigations	01002100-535000	\$1,000	\$21,000
Police Supplies	01002100-535100	\$20,000	\$24,300
Telephone & Data Communication	01002100-541000	\$60,000	\$60,000
Freight and Postage Services	01002100-542000	\$1,320	\$1,500
Electricity	01002100-543000	\$75,000	\$85,000
Water & Sewer Expense	01002100-543300	\$18,150	\$18,150
Refuse Removal	01002100-543400	\$4,950	\$5,500
Copy Machine Leases	01002100-544500	\$8,140	\$8,400
Repair & Maint-Buildings	01002100-546000	\$20,000	\$20,000
Repair & Maint-Equipment	01002100-546100	\$16,500	\$16,500
Repair & Maint Vehicles	01002100-546200	\$75,000	\$75,000
Office Supplies	01002100-551000	\$8,250	\$8,250
Operating Supplies	01002100-552000	\$16,500	\$17,325
Uniforms	01002100-552100	\$35,000	\$36,750
Bullet Proof Vests	01002100-552170	\$26,000	\$34,000
Firearms & Accessories	01002100-552180	\$17,000	\$39,200
K-9 Supplies	01002100-552250	\$3,850	\$4,043
Tools & Small Equipment	01002100-552300	\$44,500	\$49,550
Gas & Oil	01002100-552700	\$161,000	\$193,200
Memberships/Dues	01002100-554200	\$4,000	\$4,000
Training	01002100-555500	\$65,000	\$70,000
Total Operating Expenditures:		\$1,008,520	\$1,110,318
Capital Outlay			
Buildings/Bldg Improvements	01002100-562000	\$85,000	\$70,000
Total Capital Outlay:		\$85,000	\$70,000
Total Expense Objects:		\$6,388,850	\$7,102,594

Public Safety Operators



General Fund

Org Code: 01002150

Public Safety Operators play a crucial role in supporting law enforcement and public safety efforts. They serve as the primary communication link for on-duty officers, providing critical information and support. They operate base units and access information system networks to manage data related to warrants, driver's licenses, and vehicle registrations. Operators enter information about missing persons and stolen property into the NCIC/FCIC computer systems and handle requests from outside agencies. They write and manage minor reports that don't require on-scene investigation or follow-up. They respond to citizen complaints and act as the initial point of contact for Public Works outside of regular business hours. They monitor in-house and city-wide security systems to enhance public safety and respond to incidents as needed.

Public Safety Operators - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Public Safety Supervisor	1	1	1
Public Safety Operator	9	9	6.5
Total	10	10	7.5

Public Safety Operators - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	01002150-512000	\$387,991	\$398,609
Overtime	01002150-514000	\$60,000	\$75,000
Fica Taxes	01002150-521100	\$24,060	\$24,717
Medicare Taxes	01002150-521200	\$5,630	\$5,784
Retirement Contributions	01002150-522100	\$52,654	\$54,334
Group Health	01002150-523000	\$149,354	\$178,390
Workers Comp Insurance	01002150-524000	\$15,352	\$9,398
Total Personnel Services:		\$695,041	\$746,232
Operating Expenditures			
Contractual Services	01002150-534000	\$122,000	\$122,000
Training	01002150-555500	\$3,200	\$4,000
Total Operating Expenditures:		\$125,200	\$126,000
Capital Outlay			
Machinery & Equipment	01042100-564000	\$51,000	\$55,611
Total Capital Outlay:		\$51,000	\$55,611
Total Expense Objects:		\$871,241	\$927,843

Fire



General Fund

Org Code: 01002200

Zephyrhills Fire Rescue has protected our community for over 100 years, starting as an all-volunteer department. On September 27, 2020, marked a new chapter in the city with the merger of Zephyrhills Fire Rescue and Pasco County Fire Rescue. Part of the added benefits of the merger with Pasco County Fire Rescue is that Zephyrhills' residents now have increased staffing levels. The increased staffing will help with response times inside Zephyrhills and on the East side of Pasco County. Also, each station has one ambulance to provide faster and more efficient care. This merger was a success for both the City of Zephyrhills and Pasco County, working together to provide better service to the City and citizens in this community.

Fire - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Operating Expenditures			
Contractual Services	01002200-534000	\$568,564	\$384,342
Software	01002200-552900	\$75,000	\$0
Total Operating Expenditures:		\$643,564	\$384,342
Total Expense Objects:		\$643,564	\$384,342

Building and Code Enforcement



General Fund

Org Code: 01002400

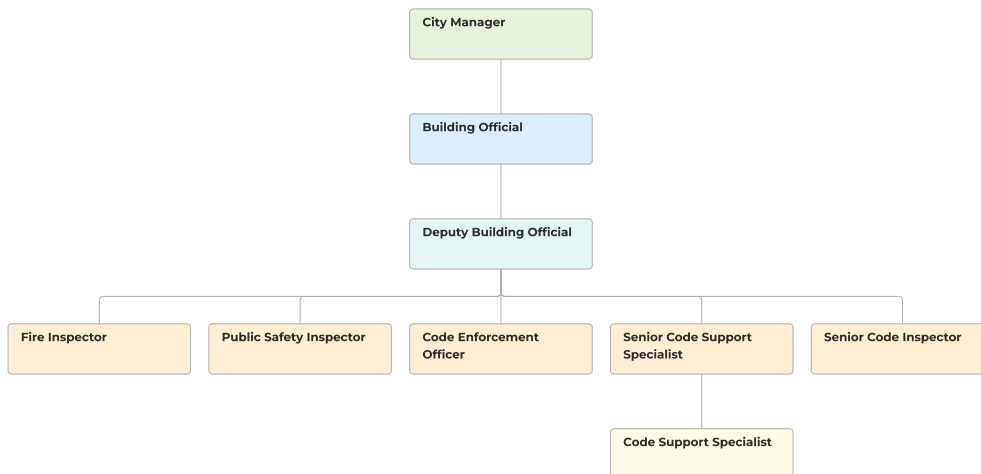
The Building, Code Enforcement and Fire Safety Department issues residential and commercial building permits to the property owners and business owners of the City of Zephyrhills. It also advises applicants about the permitting process, and provides information for all types of customer questions and requests. It reviews building plans and performs inspections to ensure compliance with the Florida Building Code. Code Enforcement staff is dedicated to the enforcement of city and state standards. These standards allow for safe and orderly practices as related to maintenance of all property, whether developed or undeveloped and other related enforcement issues.

Building and Code Enforcement - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Building Official *	1	1	1
Deputy Building Official	0	0	1
Senior Code Inspector	1	1	1
Fire Inspector	1	1	1
Public Safety Inspector	1	1	1
Code Enforcement Officer	2	2	2
Senior Code Support Specialist	1	1	1
Code Support Specialist	1	1	1
Total	8	8	9

Building/Code Enforcement



Building and Code Enforcement - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	01002400-512000	\$505,934	\$600,026
Overtime	01002400-514000	\$4,000	\$4,000
Fica Taxes	01002400-521100	\$32,364	\$37,207
Medicare Taxes	01002400-521200	\$7,572	\$8,705
Retirement Contributions	01002400-522100	\$102,200	\$124,923
Group Health	01002400-523000	\$174,295	\$202,552
Workers Comp Insurance	01002400-524000	\$20,652	\$14,144
Total Personnel Services:		\$847,017	\$991,557
Operating Expenditures			
Medical Services	01002400-531200	\$200	\$300
Professional Services	01002400-531500		\$350,000
Credit Card Processing Fees	01002400-533000	\$100,000	\$100,000
Code Enforcement Costs	01002400-534100	\$3,000	\$3,300
Telephone & Data Communication	01002400-541000	\$5,000	\$5,000
Freight and Postage Services	01002400-542000	\$3,000	\$3,000
Copy Machine Leases	01002400-544500	\$3,000	\$3,000
Repair & Maint-Equipment	01002400-546100	\$500	\$500
Repair & Maint Vehicles	01002400-546200	\$3,500	\$3,500
Printing & Binding	01002400-547010	\$500	\$500
Legal Ads	01002400-549000	\$2,000	\$2,000
Office Supplies	01002400-551000	\$2,500	\$2,750
Operating Supplies	01002400-552000	\$3,000	\$3,300
Uniforms	01002400-552100	\$1,500	\$1,650
Tools, Small Equipment	01002400-552300	\$500	\$500
Abatements	01002400-552550	\$10,000	\$10,000
Demolitions	01002400-552660	\$50,000	\$50,000
Gas & Oil	01002400-552700	\$6,000	\$6,000
Software	01002400-552900	\$0	\$1,000
Memberships/Dues	01002400-554200	\$1,000	\$1,000
Training	01002400-555500	\$10,000	\$10,000
Total Operating Expenditures:		\$205,200	\$557,300
Total Expense Objects:		\$1,052,217	\$1,548,857

Library



General Fund

Org Code: 01007100

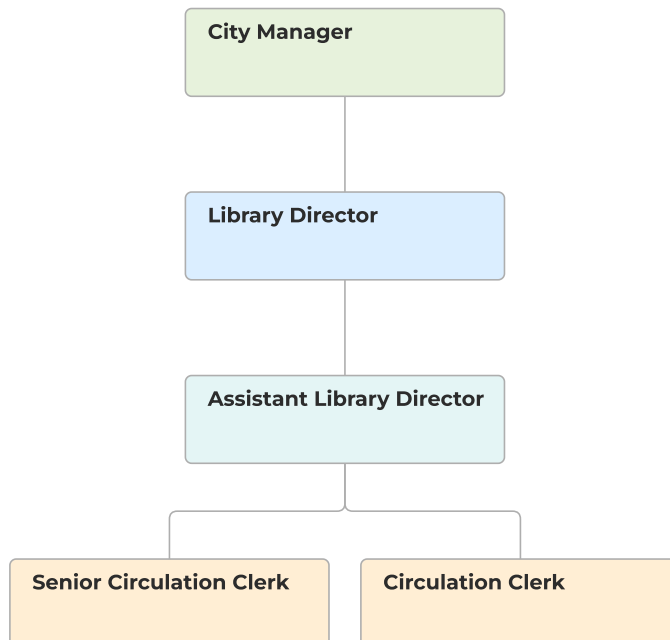
Originally founded in 1912, the Zephyrhills Public Library currently resides downtown in the heart of the community in an 8,463 sq. ft. facility that opened in December 2014. The library's mission is to encourage reading and the use of technology for life-long learning and the enhancement of the community's quality of life. The library provides open and equal access to all of its resources and services. The library offers books, audio books, DVDs, computers, free Wi-Fi, scanning, printing and copier availability as well as a variety of free classes. As a member of the Pasco County Library Cooperative, our patrons also enjoy access to a wide array of electronic databases, audiobooks, e-books, and all of the print and digital resources the county libraries offer.

Library - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Library Director *	1	1	1
Assistant Library Director *	1	1	1
Senior Circulation Clerk	1	1	1
Circulation Clerk	1	2	3
Office Assistant II	1	0	0
Total	5	5	6

Library



Library - Expenditures by Expense Type

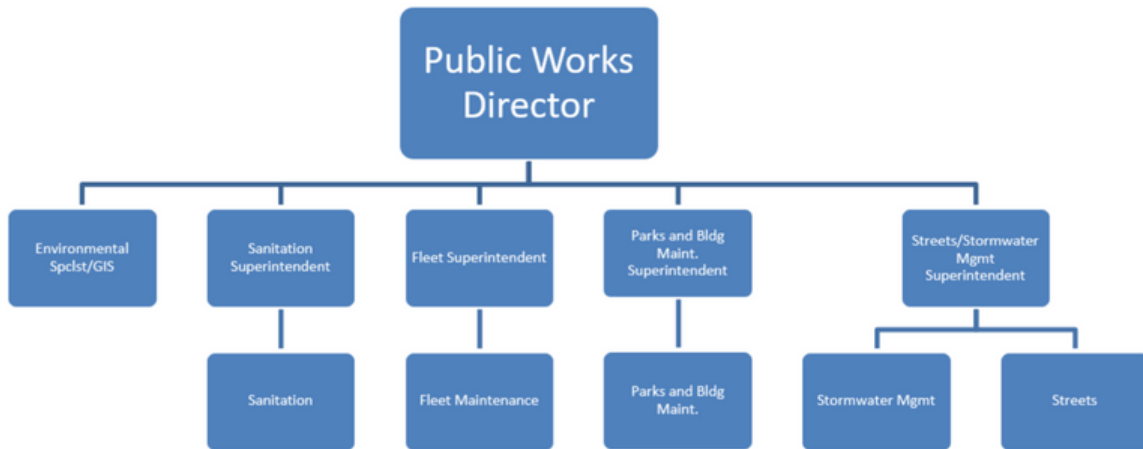
Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	01007100-512000	\$248,411	\$290,455
Fica Taxes	01007100-521100	\$15,404	\$18,010
Medicare Taxes	01007100-521200	\$3,605	\$4,214
Retirement Contributions	01007100-522100	\$48,798	\$60,791
Group Health	01007100-523000	\$29,196	\$49,136
Workers Comp Insurance	01007100-524000	\$9,830	\$6,847
Total Personnel Services:		\$355,244	\$429,453
Operating Expenditures			
Medical Services	01007100-531200	\$300	\$300
Contractual Services	01007100-534000	\$4,000	\$5,000
Telephone & Data Communication	01007100-541000	\$11,500	\$11,500
Freight and Postage Services	01007100-542000	\$125	\$125
Electricity	01007100-543000	\$19,000	\$19,000
Water & Sewer Expense	01007100-543300	\$3,000	\$3,000
Copy Machine Leases	01007100-544500	\$2,000	\$2,000
Repair & Maint-Buildings	01007100-546000	\$2,000	\$3,000
Repair & Maint-Equipment	01007100-546100	\$2,000	\$2,000
Promotional Advertising	01007100-548000	\$5,000	\$5,000
Educational Programs	01007100-548100	\$12,000	\$12,000
Office Supplies	01007100-551000	\$1,500	\$1,500
Operating Supplies	01007100-552000	\$6,000	\$6,000
Memberships/Dues	01007100-554200	\$1,200	\$1,200
Training	01007100-555500	\$5,000	\$5,000
Operating Supplies	01147100-552000	\$5,000	\$5,000
Total Operating Expenditures:		\$79,625	\$81,625
Capital Outlay			
Books, Pubs & Library Material	01007100-566000	\$26,000	\$26,000
Library Books & Materials	01147100-566000	\$10,000	\$10,000
Total Capital Outlay:		\$36,000	\$36,000
Transfers Out			
Budget Reserves	01147100-599100	\$33,534	\$38,516
Total Transfers Out:		\$33,534	\$38,516
Total Expense Objects:		\$504,403	\$585,594

Public Works



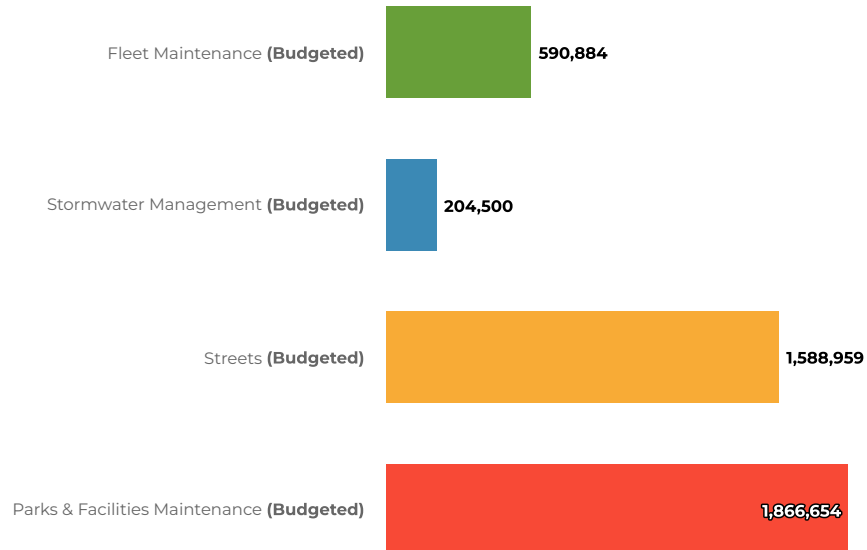
General Fund
Public Works

Organizational Chart



Expenditures Summary by Division

Expenditure Summary by Division



Fleet Maintenance



General Fund

Org Code: 01001900

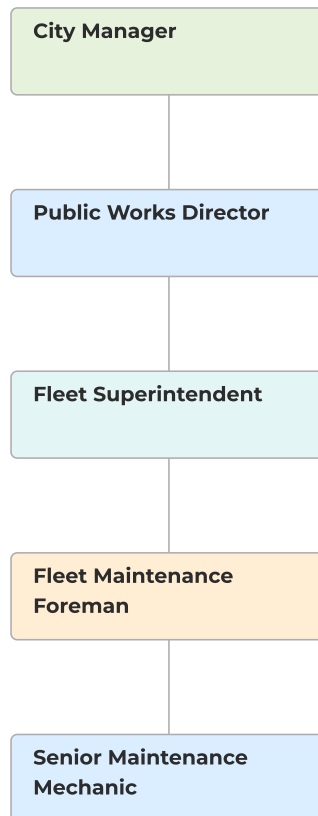
The Fleet Maintenance Division provides maintenance and repairs for all City -owned light and heavy vehicles, construction equipment, mowing equipment and emergency generators. Services offered include preventative maintenance, diagnostics, and corrective repairs along with the purchasing of repair parts, tires, fuel and lubricants. Staff evaluates City-wide vehicle efficiency to aid in the reduction of maintenance, operating and energy-related costs; makes recommendations on the replacement of existing vehicles; and reviews vehicle addition requests to ensure their suitability to the type of work to be performed. All staff mechanics are ASE certified.

Fleet Maintenance - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Fleet Superintendent *	1	1	1
Fleet Maintenance Foreman	1	1	1
Senior Maintenance Mechanic	2	2	2
Total	4	4	4

Equipment Maintenance



Fleet Maintenance - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001900-512000	\$232,966	\$288,396
Overtime Equipment Maintenance	01001900-514000	\$7,000	\$10,000
Fica Taxes	01001900-521100	\$14,445	\$17,883
Medicare Taxes	01001900-521200	\$3,379	\$4,184
Retirement Contributions	01001900-522100	\$31,616	\$39,311
Group Health	01001900-523000	\$72,218	\$89,962
Workers Comp Insurance	01001900-524000	\$9,218	\$6,798
Total Personnel Services:		\$370,842	\$456,534
Operating Expenditures			
Medical Services	01001900-531200		\$300
Telephone & Data Communication	01001900-541000	\$2,000	\$3,000
Freight and Postage Services	01001900-542000	\$75	\$150
Electricity	01001900-543000	\$11,000	\$11,000
Water & Sewer Expense	01001900-543300	\$4,000	\$4,000
Refuse Removal	01001900-543400	\$2,100	\$3,000
Hazardous Waste Disposal	01001900-543420	\$0	\$500
Copy Machine Leases	01001900-544500	\$450	\$500
Repair & Maint-Buildings	01001900-546000	\$8,000	\$8,000
Repair & Maint-Equipment	01001900-546100	\$3,500	\$5,000
Repair & Maint Vehicles	01001900-546200	\$6,500	\$6,500
Operating Supplies	01001900-552000	\$6,000	\$6,000
Bulk Oil	01001900-552050	\$2,500	\$2,500
Uniforms	01001900-552100	\$3,000	\$3,500
Tool Allowance	01001900-552300	\$18,200	\$18,200
Gas & Oil	01001900-552700	\$6,000	\$6,000
Software	01001900-552900	\$0	\$2,200
Memberships/Dues	01001900-554200	\$0	\$500
Training	01001900-555500	\$1,500	\$1,500
Total Operating Expenditures:		\$74,825	\$82,350
Capital Outlay			
Building & Building Improvemen	01001900-562000	\$25,000	\$25,000
Machinery and Equipment	01001900-564000	\$24,000	\$27,000
Total Capital Outlay:		\$49,000	\$52,000
Total Expense Objects:		\$494,667	\$590,884

Stormwater



General Fund

Org Code: 01003800

The Stormwater Management Division is responsible for the construction, cleaning, maintenance and restoration of the City's stormwater drainage infrastructure. Facilities include stormwater inlets, catch basins, french drains, road-side swales, culverts, conveyance pipes, retention and detention sites, pumping stations and outfalls. All of the City's stormwater systems require regular maintenance and inspections. The City's stormwater system is governed by a federal program: National Pollutant Discharge Elimination System (NPDES).

Stormwater - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Operating Expenditures			
Professional Services	01003800-531000	\$50,000	\$50,000
NPDES	01003800-531600	\$25,000	\$25,000
Refuse Removal & Street Sweepi	01003800-543400	\$4,000	\$4,000
Repair & Maintenance	01003800-546000	\$20,000	\$120,000
Operating Supplies	01003800-552000	\$2,000	\$2,000
Training	01003800-555500	\$3,500	\$3,500
Total Operating Expenditures:		\$104,500	\$204,500
Total Expense Objects:		\$104,500	\$204,500

Streets



General Fund

Org Code: 01004100

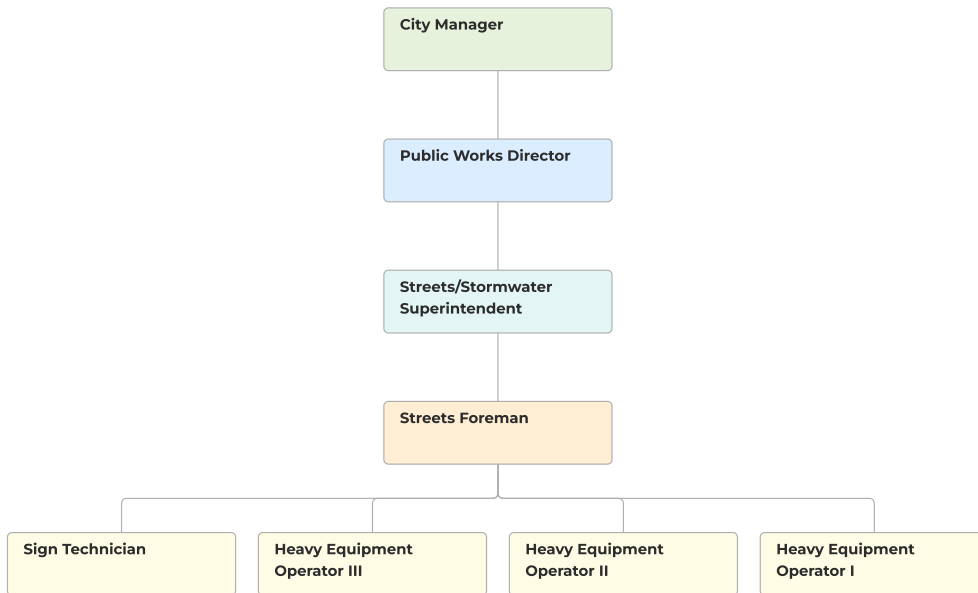
The Street Division is responsible for the maintenance, repairs, construction and improvements to approximately sixty-eight miles of paved roads within the City limits. Additional responsibilities include maintenance of public right-of-ways, sidewalks, curbs, gutters, alleys, the fabrication and maintenance of street signs, pavement markings, tree maintenance, street sweeping, and special event traffic control.

Streets - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Public Works Director *	1	1	1
Streets & Stormwater Superintendent *	1	1	1
Streets Foreman	1	1	1
Sign Technician	1	1	1
Heavy Equipment Operator (I, II, or III)	5	5	5
Total	9	9	9

Street Maintenance



Streets - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	01004100-512000	\$459,528	\$479,403
Overtime Streets	01004100-514000	\$14,000	\$16,000

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Fica Taxes	01004100-521100	\$28,494	\$29,730
Medicare Taxes	01004100-521200	\$6,667	\$6,956
Retirement Contributions	01004100-522100	\$92,126	\$91,629
Group Health	01004100-523000	\$128,396	\$145,890
Workers Comp Insurance	01004100-524000	\$18,184	\$11,301
Total Personnel Services:		\$747,395	\$780,909
Operating Expenditures			
Medical Services	01004100-531200	\$250	\$800
Professional Services	01004100-531500	\$20,000	\$62,500
Telephone & Data Communication	01004100-541000	\$3,500	\$3,500
Freight and Postage Services	01004100-542000	\$200	\$200
Electricity	01004100-543000	\$189,000	\$189,000
Street Lighting Electricity	01004100-543100	\$6,000	\$10,000
Water & Sewer Expense	01004100-543300	\$1,500	\$1,500
Refuse Removal	01004100-543400	\$1,000	\$2,000
Copy Machine Leases	01004100-544500	\$450	\$450
R & M-Buildings	01004100-546000	\$5,000	\$10,000
Repair & Maint-Equipment	01004100-546100	\$30,000	\$40,000
Repair & Maint-Street Sweeper	01004100-546130	\$10,000	\$20,000
Repair & Maint Vehicles	01004100-546200	\$20,000	\$20,000
Repair & Maint-Traffic Control	01004100-546850		\$30,000
Office Supplies	01004100-551000	\$100	\$100
Operating Supplies	01004100-552000	\$6,500	\$6,500
Uniforms	01004100-552100	\$5,000	\$6,000
Tools, Small Equipment	01004100-552300	\$4,000	\$5,000
Gas & Oil	01004100-552700	\$30,000	\$30,000
Street Repair	01004100-553000	\$20,000	\$30,000
Street Marking Signs	01004100-553100	\$25,000	\$25,000
Street Marking-Striping	01004100-553150	\$25,000	\$25,000
Traffic Calming Supplies	01004100-553160		\$25,000
Tree Services	01004100-553200	\$20,000	\$20,000
Swale Repair/Resodding	01004100-553350	\$15,000	\$15,000
Sidewalks	01004100-553400	\$10,000	\$10,000
Signal/Rr Crossing Maint	01004100-553500	\$5,000	\$5,000
Memberships/Dues	01004100-554200	\$500	\$500
Training	01004100-555500	\$8,000	\$10,000
Total Operating Expenditures:		\$461,000	\$603,050
Capital Outlay			
Buildings/Bldg Improvements	01004100-562000	\$25,000	\$205,000
Total Capital Outlay:		\$25,000	\$205,000
Total Expense Objects:		\$1,233,395	\$1,588,959

Parks and Facilities Management



General Fund

Org Code: 01007200

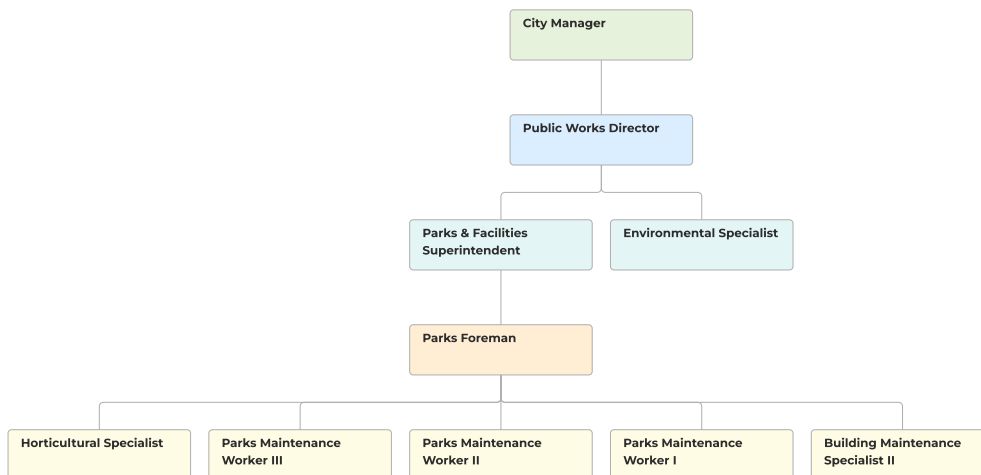
The Parks & Facilities Division is responsible for the maintenance, enhancement, and new construction of all City parks, public buildings, medians, public right of ways, litter control, athletic facilities and Oakside Cemetery. Services include mowing, trimming, landscaping design, installation & maintenance, irrigation maintenance, playground safety inspections, building remodeling, janitorial services, painting, electrical repairs, plumbing repairs, HVAC repairs, carpentry work and new construction. Staff coordinates the use of athletic facilities, administers the summer recreation program, assists with special events and provides set-ups at the Alice Hall Community Center and the Depot Museum for various special events.

Parks and Facilities Management - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Parks & Facilities Superintendent *	1	1	1
Environmental Specialist	1	1	1
Parks Foreman	1	1	1
Horticultural Specialist	1	1	1
Building Maintenance Specialist II	2	2	2
Parks Maintenance Worker (I, II or III)	8	9	11
Total	14	15	17

Parks & Facilities Management



Parks and Facilities Management - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	01007200-512000	\$632,522	\$712,505
Temporary/Seasonal Wages	01007200-513000	\$20,250	\$20,250
Overtime	01007200-514000	\$12,000	\$12,000
Fica Taxes	01007200-521100	\$39,380	\$45,446
Medicare Taxes	01007200-521200	\$9,220	\$10,638
Retirement Contributions	01007200-522100	\$85,693	\$105,079
Group Health	01007200-523000	\$216,906	\$261,949
Workers Comp Insurance	01007200-524000	\$25,136	\$17,287
Total Personnel Services:		\$1,041,107	\$1,185,154
Operating Expenditures			
Medical Services	01007200-531200	\$800	\$800
Contractual Services	01007200-534000	\$8,500	\$8,500
Contractual Svcs-Summer Rec	01007200-534600	\$20,000	\$25,000
Telephone & Data Communication	01007200-541000	\$7,500	\$7,500
Freight and Postage Services	01007200-542000	\$200	\$200
Electricity	01007200-543000	\$34,500	\$34,500
Water & Sewer Expense	01007200-543300	\$52,000	\$52,000
Refuse Removal	01007200-543400	\$12,500	\$12,500
Copy Machine Leases	01007200-544500	\$500	\$500
R & M-Bldgs/Infrastructure	01007200-546000	\$75,000	\$100,000
R & M-Equipment	01007200-546100	\$20,000	\$20,000
R & M-Water Park/Fountains	01007200-546120	\$15,000	\$30,000
R & M-Vehicles	01007200-546200	\$15,000	\$15,000
R & M-Landscaping	01007200-546620	\$27,500	\$27,500
R & M-Tree Planting	01007200-546650	\$5,000	\$5,000
Operating Supplies	01007200-552000	\$22,500	\$25,000
Uniforms	01007200-552100	\$5,000	\$6,500
Tools, Small Equipment	01007200-552300	\$6,500	\$10,500
Gas & Oil	01007200-552700	\$20,000	\$20,000
Memberships/Dues	01007200-554200	\$500	\$500
Training	01007200-555500	\$5,000	\$5,000
Total Operating Expenditures:		\$353,500	\$406,500
Capital Outlay			
Buildings/Bldg Improvements	01007200-562000	\$10,000	\$10,000
Infrastructure	01007200-563000	\$77,500	\$0
Landscaping	01007200-563200	\$15,000	\$15,000
Machinery and Equipment	01007200-564000	\$0	\$250,000
Total Capital Outlay:		\$102,500	\$275,000
Total Expense Objects:		\$1,497,107	\$1,866,654

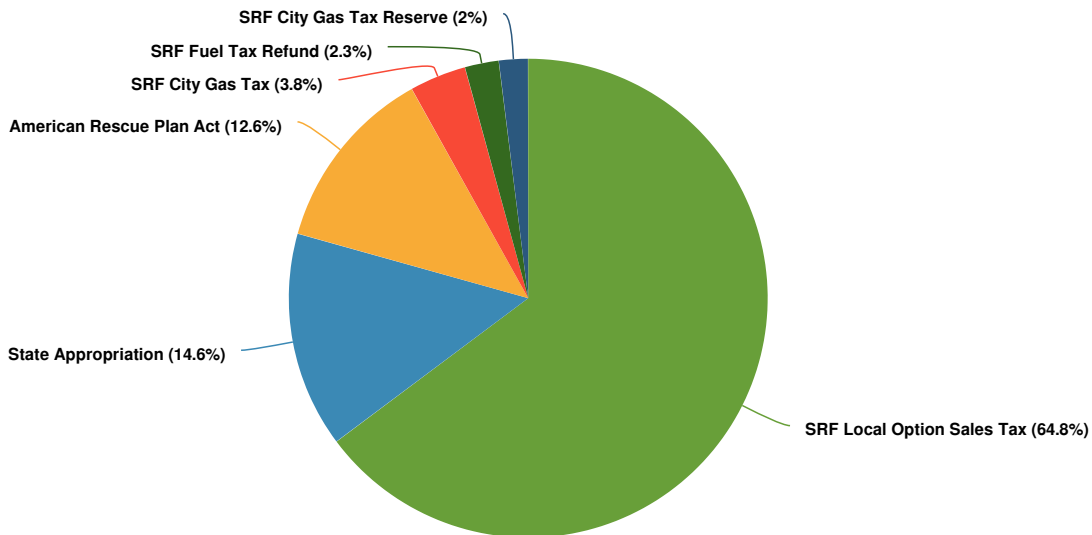
Special Revenue Fund



Special Revenue Fund
Org Code: 100*

The Special Revenue Fund contains the budget for all City gas taxes, Penny for Pasco which is the 7th penny per dollar of sales tax charged in Pasco County, American Rescue Plan Act funds and awarded State Appropriation funds. All of these funds have special restrictions in how they may be expended. Neither funding source may be used to cover personnel services costs. Allowable use for operating costs is very limited. Mostly, these funds may be used for capital projects or debt related to capital projects. More information on capital projects is available under the Capital Outlay in the back of the budget book.

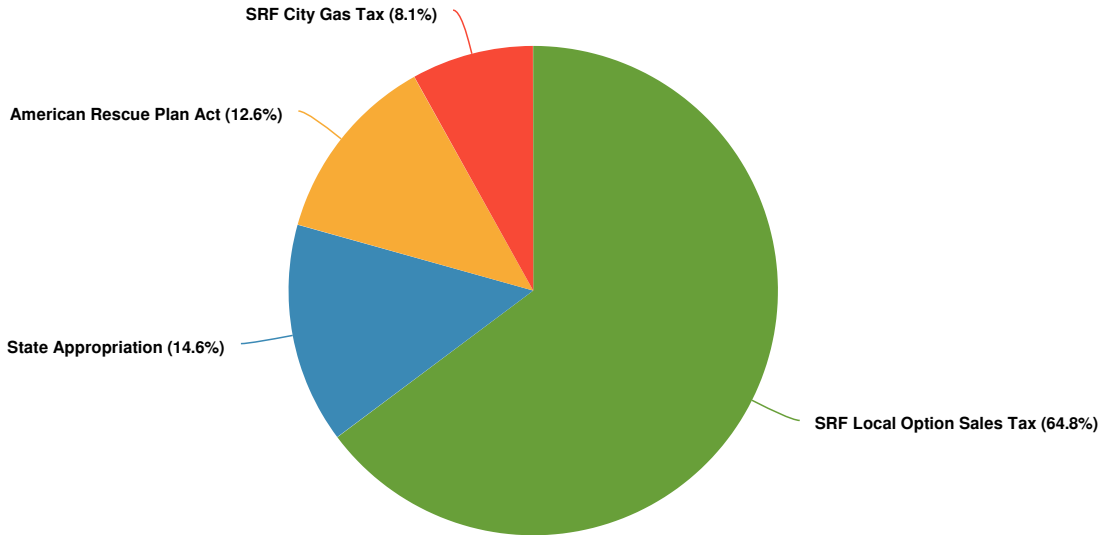
Special Revenue Fund - Revenue by Fund



Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
SRF Local Option Sales Tax			
C/O Balance	10010300-300100	\$4,500,000	\$4,906,875
Local Option Sales Tax	10010312-312100	\$3,300,000	\$3,956,100
Int Inc Local Opt Sales Tax	10010361-361100	\$200,000	\$200,000
Total SRF Local Option Sales Tax:		\$8,000,000	\$9,062,975
SRF City Gas Tax			
First County Fuel Tax	10020312-312410	\$524,506	\$533,227
Total SRF City Gas Tax:		\$524,506	\$533,227
SRF City Gas Tax Reserve			
Budget Carryover	10030300-300100	\$418,000	\$36,336
8th Cent/Spcl Motor Fuel Tax	10030335-335120	\$194,574	\$199,380

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Interest Income	10030361-361100	\$40,000	\$40,000
Total SRF City Gas Tax Reserve:		\$652,574	\$275,716
SRF Fuel Tax Refund			
Budget Carryover	10040300-300100	\$244,000	\$286,904
Gas Tax Refund	10040335-335490	\$20,000	\$25,000
Interest Income	10040361-361100	\$8,000	\$8,000
Total SRF Fuel Tax Refund:		\$272,000	\$319,904
American Rescue Plan Act			
Budget Carryover	10050300-300100	\$1,346,675	\$1,760,000
Interest Income	10050361-361100	\$300,000	\$0
Total American Rescue Plan Act:		\$1,646,675	\$1,760,000
State Appropriation			
Budget Carryover	10060300-300100	\$325,500	\$0
State Grant-General Government	10060334-334110-21P01	\$4,665,000	\$0
State Grant-General Government	10060334-334110-23P03	\$1,940,000	\$1,486,128
State Grant-General Government	10060334-334110-23P06	\$600,000	\$550,000
State Grant-General Government	10060334-334110-24P05	\$1,500,000	\$0
Total State Appropriation:		\$9,030,500	\$2,036,128
Total:		\$20,126,255	\$13,987,950

Special Revenue Fund - Expenditures by Fund



Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
SRF Local Option Sales Tax			
Machinery & Equipment	10011200-564000	\$0	\$65,000
Admin Vehicle - Suburban		\$0	\$65,000
Chase City Hall Principal	10011200-571004	\$472,417	\$483,491
Chase City Hall Interest	10011200-572004	\$117,639	\$106,436
Operating Supplies	10012100-552000	\$5,500	\$3,000
Computers	10012100-552950	\$43,000	\$25,000
Machinery & Equipment	10012100-564000	\$1,493,500	\$983,873
Fleet Vehicle (Replacement) - Other	10012100-564000	\$0	\$603,000
Mobile Radio Vehicle Equipment 2024 (16) - Equipment	10012100-564000	\$0	\$45,000
Building Improvements - Training Rooms Sound Proofing	10012100-564000	\$0	\$12,000
Building Improvements - Furniture and Fixtures	10012100-564000	\$0	\$30,000
AXON Fleet3 Basic (10-YR Rewrite)	10012100-564000	\$0	\$44,132
AXON OSP7+ (10-Yr Rewrite)	10012100-564000	\$0	\$190,609
Axon Fleet3 Basic (10Yr Rewrite)	10012100-564000	\$0	\$44,132
Backup Battery Replacement - PD	10012100-564000	\$0	\$15,000
Infrastructure	10013800-563000	\$0	\$400,000
Infrastructure	10013800-563000-23P01	\$475,000	\$475,000
6th Avenue Drainage Improvements - Construction/Maintenance	10013800-563000-23P01	\$0	\$475,000
Stormwater Pump Station Upgrades	10013800-563000	\$0	\$400,000
Building & Building Improvemen	10017200-562000	\$100,000	\$620,000
Historic Building Renovations - Repairs/Improvements	10017200-562000	\$0	\$100,000

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
<i>Depot Parking Lot Improvements</i>	<i>10017200-562000</i>	<i>\$0</i>	<i>\$425,000</i>
<i>Resurface Fitness Path and Parking Lot at Veteran's Memorial Park</i>	<i>10017200-562000</i>	<i>\$0</i>	<i>\$95,000</i>
Infrastructure	10017200-563000	\$174,500	\$2,000,000
Infrastructure	10017200-563000-21P07	\$2,200,000	\$1,200,000
<i>City Yard Building Construction - Construction/Maintenance</i>	<i>10017200-563000-21P07</i>	<i>\$0</i>	<i>\$1,200,000</i>
<i>Park Improvements</i>	<i>10017200-563000</i>	<i>\$0</i>	<i>\$2,000,000</i>
Machinery & Equipment	10017200-564000	\$113,000	\$226,500
<i>Turf Mower</i>	<i>10017200-564000</i>	<i>\$0</i>	<i>\$69,000</i>
<i>Parks 3/4 Ton Truck</i>	<i>10017200-564000</i>	<i>\$0</i>	<i>\$55,000</i>
<i>Parks 3/4 Ton Truck - Vehicle Cost</i>	<i>10017200-564000</i>	<i>\$0</i>	<i>\$55,000</i>
<i>Stand on Blower</i>	<i>10017200-564000</i>	<i>\$0</i>	<i>\$15,000</i>
<i>John Deere Field Groomer</i>	<i>10017200-564000</i>	<i>\$0</i>	<i>\$25,000</i>
<i>Additional Security Camera's - Krusen Field Park</i>	<i>10017200-564000</i>	<i>\$0</i>	<i>\$7,500</i>
Contractual Services	10014100-534000	\$0	\$60,000
Sidewalk Capital Projects	10014100-563111-21P11	\$700,000	\$1,500,000
<i>City Wide Trails</i>	<i>10014100-563111-21P11</i>	<i>\$0</i>	<i>\$500,000</i>
<i>City Wide Sidewalks</i>	<i>10014100-563111-21P11</i>	<i>\$0</i>	<i>\$1,000,000</i>
Machinery & Equipment	10014100-564000	\$322,500	\$450,000
<i>Telehandler/Rough Terrain Forklift</i>	<i>10014100-564000</i>	<i>\$0</i>	<i>\$250,000</i>
<i>Dump Truck</i>	<i>10014100-564000</i>	<i>\$0</i>	<i>\$200,000</i>
Reserve	10014100-599100	\$1,782,944	\$464,675
Total SRF Local Option Sales Tax:		\$8,000,000	\$9,062,975
SRF City Gas Tax			
Infrastructure	10023800-563000	\$50,000	\$50,000
<i>Retention Pond Fencing - Construction/Maintenance</i>	<i>10023800-563000</i>	<i>\$0</i>	<i>\$50,000</i>
Machinery & Equipment	10023800-564000	\$220,000	\$0
Paving and Resurfacing	10024100-563100	\$700,000	\$900,000
<i>Annual Street Resurfacing - Gas Tax - Construction/Maintenance</i>	<i>10024100-563100</i>	<i>\$0</i>	<i>\$900,000</i>
Machinery & Equipment	10024100-564000	\$375,000	\$75,000
<i>Sign Printer Cutting Table/Roller</i>	<i>10024100-564000</i>	<i>\$0</i>	<i>\$25,000</i>
<i>Traffic Sign Printer</i>	<i>10024100-564000</i>	<i>\$0</i>	<i>\$50,000</i>
Budget Reserves	10024100-599100	\$29,080	\$15,847
Machinery & Equipment	10027200-564000	\$75,000	\$88,000
<i>24FT Lawn Trailer</i>	<i>10027200-564000</i>	<i>\$0</i>	<i>\$16,000</i>
<i>Zero-Turn Mower</i>	<i>10027200-564000</i>	<i>\$0</i>	<i>\$30,000</i>
<i>Parks Utility Vehicle</i>	<i>10027200-564000</i>	<i>\$0</i>	<i>\$42,000</i>
Total SRF City Gas Tax:		\$1,449,080	\$1,128,847
American Rescue Plan Act			
Infrastructure	10057200-563000	\$1,506,675	\$1,760,000

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Infrastructure	10057200-563000-21P09	\$140,000	\$0
<i>Park Improvements</i>		\$0	\$1,760,000
Total American Rescue Plan Act:		\$1,646,675	\$1,760,000
State Appropriation			
Building & Building Improvemen	10067200-562000-24P05	\$1,500,000	\$0
Infrastructure	10067200-563000	\$325,500	\$0
Infrastructure	10067200-563000-21P01	\$4,665,000	\$0
Infrastructure	10067200-563000-23P06	\$600,000	\$550,000
<i>Zephyr Park Improvements - Design</i>	<i>10067200-563000-23P06</i>	\$0	\$550,000
Infrastructure	10064100-563000-23P03	\$1,940,000	\$1,486,128
<i>South Avenue Extension - Construction/Maintenance</i>	<i>10064100-563000-23P03</i>	\$0	\$1,486,128
Total State Appropriation:		\$9,030,500	\$2,036,128
Total:		\$20,126,255	\$13,987,950

Community Redevelopment Agency



CRA Fund

Org Code: 11005900

The CRA is a dependent special district in which any future increases in property values are set aside in a Trust Fund to support economic development and redevelopment projects within the designated district.

Under Florida Statute Chapter 163, Part III, local governments have the ability to designate areas as Community Redevelopment Areas when certain conditions exist. To document the required conditions, the local governments must survey the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of Necessity determines the required conditions of slum and blight exist, the local government may create a Community Redevelopment Agency to provide the tools needed to foster and support positive redevelopment of the targeted area. The Community Redevelopment Agency is responsible for developing and implementing the Community Redevelopment Plan or Master Plan that addresses the unique needs of the targeted area. The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area.

Tax Increment Financing or TIF is a unique tool available to cities and counties for redevelopment activities as provided in the Master Plan. It is used to leverage public funds to promote private sector activity in the CRA. The dollar value of all real property in the Community Redevelopment Area is determined as of a fixed date, also known as the “frozen value”. Taxing Authorities continue to receive property tax revenues based on the frozen value. These frozen revenues are available for general government purposes. Any tax revenues from increases in real property value within the CRA are deposited into the Community Redevelopment Agency Trust Fund and dedicated to specific redevelopment projects and plans within the Redevelopment Area and are not for general government purposes. The tax increment revenues can be used immediately, saved for a particular project, or can be bonded to maximize the funds available.

CRA Boards do not establish policy for the city or county, they develop and administer a Master Plan to implement that policy. The CRA acts officially as a body distinct and separate from the governing body, even when it is the same group of people. The CRA has certain powers the city or county by itself may not do, such as establish tax increment financing, and leverage local public funds with private dollars to make redevelopment happen. The CRA term is limited to 30 years, 40 years if extended. After that time all tax revenues are retained by each taxing entity that contributed to the CRA Trust Fund.

Community Redevelopment Agency - Personnel Information

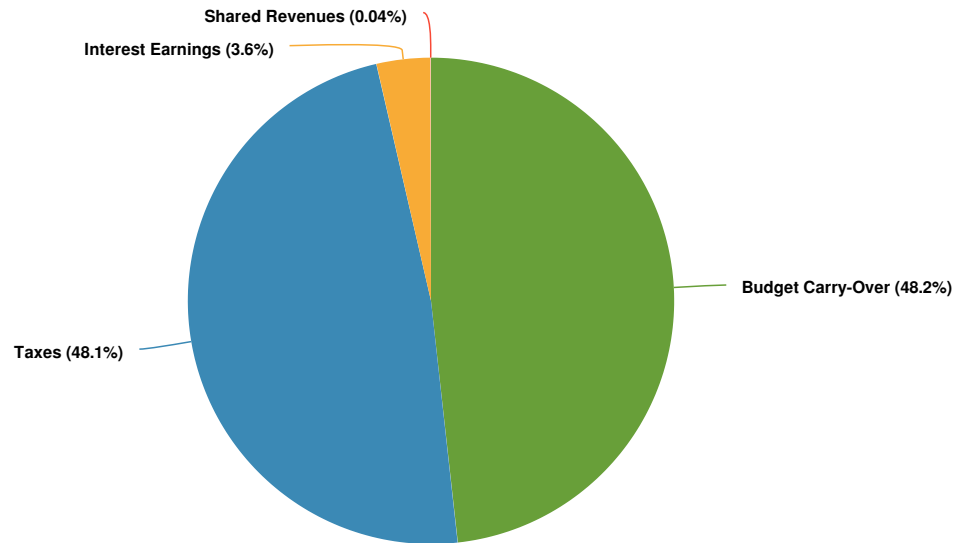
Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Community Redevelopment Agency Director *	1	1	1
Total	1	1	1

Community Redevelopment Agency

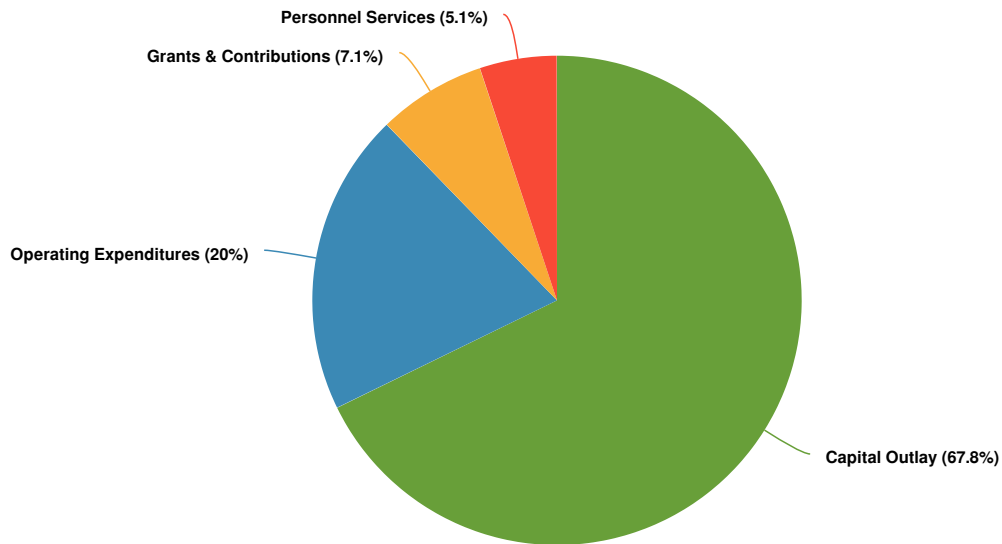


Community Redevelopment Agency - Revenues by Source



Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	11000300-300100	\$925,344	\$1,350,964
Total Budget Carry-Over:		\$925,344	\$1,350,964
Taxes			
Ad Valorem Taxes			
Property Tax	11010311-311000	\$446,425	\$607,968
Property Tax	11020311-311000	\$543,395	\$740,028
Total Ad Valorem Taxes:		\$989,820	\$1,347,996
Total Taxes:		\$989,820	\$1,347,996
Shared Revenues			
Main Street Reimbursement	11000338-338300	\$1,000	\$1,000
Total Shared Revenues:		\$1,000	\$1,000
Interest Earnings			
Interest Income	11000361-361100	\$100,000	\$100,000
Total Interest Earnings:		\$100,000	\$100,000
Miscellaneous Revenues			
Surplus Property Sales	11000364-364400	\$50,000	\$0
Total Miscellaneous Revenues:		\$50,000	\$0
Total Revenue Source:		\$2,066,164	\$2,799,960

Community Redevelopment Agency - Expenditures by Expense Type



Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	11005900-512000	\$89,526	\$91,411
Fica Taxes	11005900-521100	\$5,551	\$5,668
Medicare Taxes	11005900-521200	\$1,299	\$1,326
Retirement Contributions	11005900-522100	\$30,905	\$31,555
Group Health	11005900-523000	\$9,732	\$10,793
Workers Comp Insurance	11005900-524000	\$3,542	\$2,155
Total Personnel Services:		\$140,555	\$142,908
Operating Expenditures			
Professional Services	11005900-531500	\$50,000	\$100,000
Prof Ser - Software & Support	11005900-531700	\$2,096	\$2,502
Auditing Services	11005900-532000	\$6,039	\$6,000
Contractual Services	11005900-534000	\$75,000	\$75,000
Telephone & Data Communication	11005900-541000	\$3,200	\$10,000
Refuse Removal	11005900-543400	\$600	\$1,000
Copy Machine Leases	11005900-544500	\$0	\$1,000
Property & Casualty Insurance	11005900-545000	\$7,024	\$6,900
Promotional Activities	11005900-548000	\$50,100	\$50,000
Office Supplies	11005900-551000	\$150	\$150
Operating Supplies	11005900-552000	\$2,400	\$2,500
Memberships/Dues	11005900-554200	\$1,500	\$2,000

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Training	11005900-555500	\$2,500	\$2,000
CRA Initiatives	11005900-556200	\$100,000	\$300,000
Total Operating Expenditures:		\$300,609	\$559,052
Capital Outlay			
Land Acquisition	11005900-561000	\$0	\$348,000
Building & Building Improvemen	11005900-562000	\$340,000	\$0
Building & Building Improvemen	11005900-562000-24P05	\$125,000	\$0
Infrastructure	11005900-563000	\$360,000	\$1,250,000
Sidewalk Capital Projects	11005900-563111-21P11	\$250,000	\$150,000
Machinery & Equipment	11005900-564000	\$350,000	\$150,000
Total Capital Outlay:		\$1,425,000	\$1,898,000
Grants & Contributions			
Building Improvement Grants	11005900-583010	\$200,000	\$200,000
Total Grants & Contributions:		\$200,000	\$200,000
Total Expense Objects:		\$2,066,164	\$2,799,960

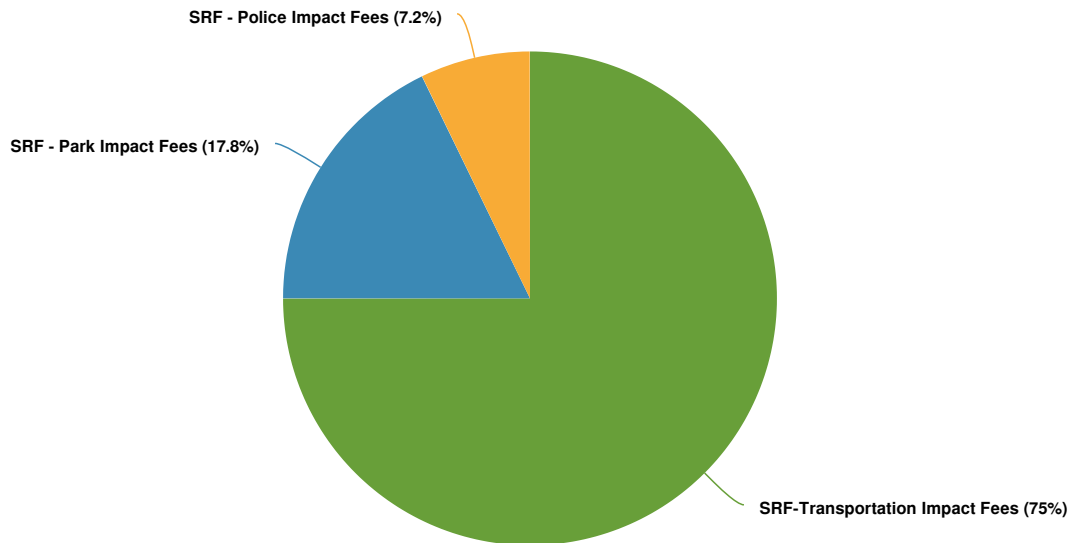
Impact Fee Fund



Impact Fee Fund
Org Code: 120*

The Impact Fee Fund contains the budget for all impact fees collected by the City except for Water and Wastewater Capacity fees. The collection of impact fees related to new or proposed development assists in paying for a portion of the growth related costs that the development may cause. Current economic conditions have slowed development and the related collection of impact fees. Several capital projects have been budgeted to be paid from impact fee funds. More information is available in Capital Outlay in the back of the budget book.

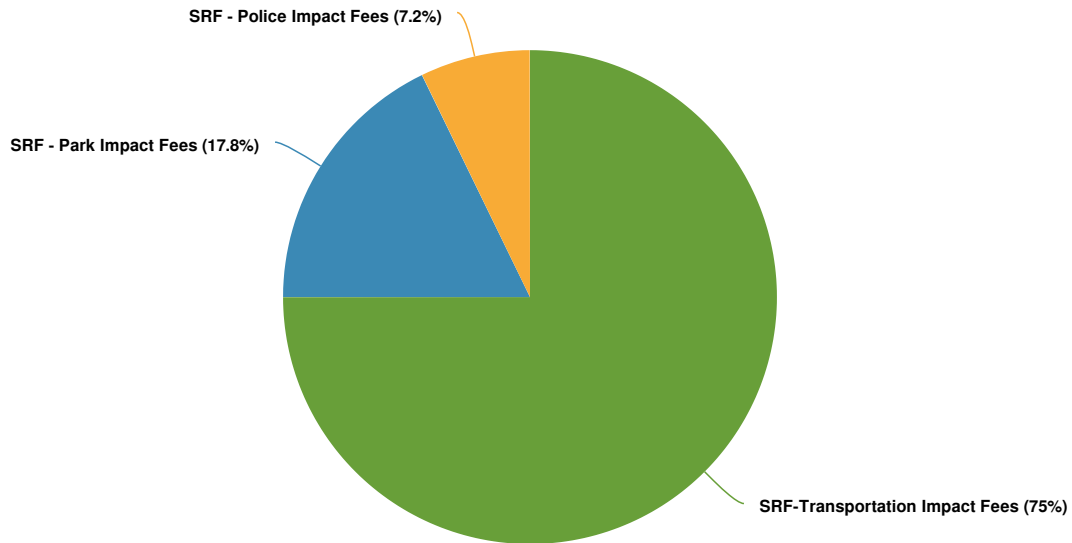
Impact Fee Fund - Revenue by Fund



Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
SRF-Transportation Impact Fees			
C/O Balance	12010300-300100	\$4,800,000	\$5,827,874
Transportation Impact Fees	12010324-324100	\$2,300,000	\$950,000
Interest-Transp Impact Fees	12010361-361100	\$200,000	\$100,000
Total SRF-Transportation Impact Fees:		\$7,300,000	\$6,877,874
SRF - Park Impact Fees			
C/O Balance	12030300-300100	\$1,440,000	\$1,438,808
Park Impact Fees	12030324-324100	\$350,000	\$154,000
Interest-Park Impact Fees	12030361-361100	\$40,000	\$40,000
Total SRF - Park Impact Fees:		\$1,830,000	\$1,632,808
SRF - Police Impact Fees			
C/O Balance	12040300-300100	\$500,000	\$576,162

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Police Impact Fees	12040324-324100	\$250,000	\$67,600
Interest-Police Impact Fees	12040361-361100	\$16,000	\$16,000
Total SRF - Police Impact Fees:		\$766,000	\$659,762
Total:		\$9,896,000	\$9,170,444

Impact Fee Fund - Expenditures by Fund



Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
SRF-Transportation Impact Fees			
Contractual Services	12014100-534000	\$691,907	\$0
Infrastructure	12014100-563000	\$1,555,000	\$700,000
Infrastructure	12014100-563000-25P03	\$0	\$2,000,000
<i>Hot Spot - Intersection Improvements</i>	<i>12014100-563000-25P03</i>	\$0	\$2,000,000
Infrastructure	12014100-563000-25P04	\$0	\$1,000,000
<i>Pretty Pond & Wire Road Roundabout</i>	<i>12014100-563000-25P04</i>	\$0	\$1,000,000
<i>Gateway Project - Design</i>	<i>12014100-563000</i>	\$0	\$500,000
<i>Kossick/Otis Allen Intersection Improvements</i>	<i>12014100-563000</i>	\$0	\$200,000
Economic Development Grant	12014100-582700	\$330,000	\$760,500
Budget Contingency	12014100-599000	\$4,723,093	\$2,417,374
Total SRF-Transportation Impact Fees:		\$7,300,000	\$6,877,874
SRF - Park Impact Fees			
Contractual Services	12037200-534000	\$25,000	\$0
Infrastructure	12037200-563000	\$0	\$500,000
<i>City Wide Park Improvements</i>	<i>12037200-563000</i>	\$0	\$500,000
Machinery & Equipment	12037200-564000	\$300,000	\$0
Budget Contingency	12037200-599000	\$1,505,000	\$0
Reserve	12037200-599100	\$0	\$1,132,808
Total SRF - Park Impact Fees:		\$1,830,000	\$1,632,808
SRF - Police Impact Fees			
Machinery & Equipment	12042100-564000	\$57,000	\$100,000
<i>Drone</i>	<i>12042100-564000</i>	\$0	\$20,000

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
<i>Interview Rooms A/V Equipment</i>	<i>12042100-564000</i>	<i>\$0</i>	<i>\$20,000</i>
<i>Solar Speed Signs</i>		<i>\$0</i>	<i>\$15,000</i>
<i>Modular Video Surveillance Equipment</i>		<i>\$0</i>	<i>\$25,000</i>
<i>Pole Cameras</i>		<i>\$0</i>	<i>\$20,000</i>
Budget Contingency	12042100-599000	\$709,000	\$559,762
Total SRF - Police Impact Fees:		\$766,000	\$659,762
Total:		\$9,896,000	\$9,170,444

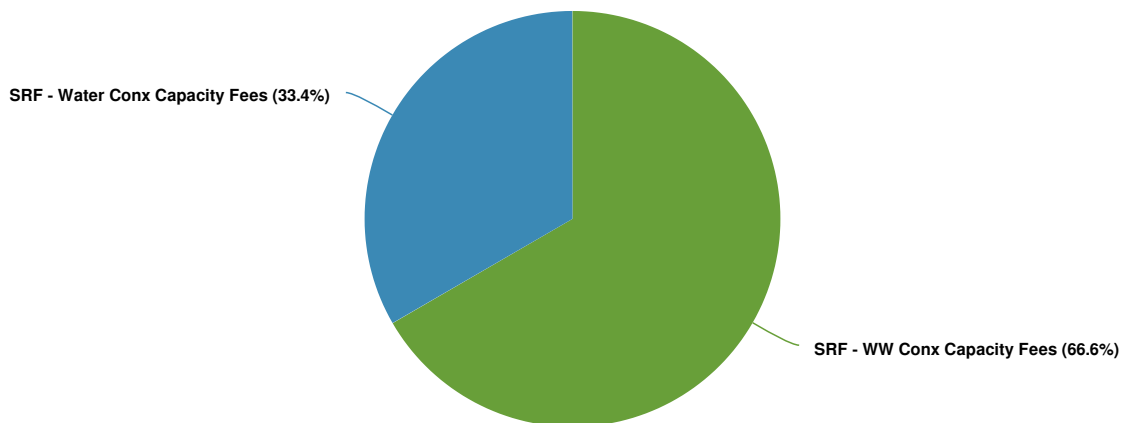
Utility Capacity Fee Fund



Utility Capacity Fee Fund
Org Code: 140*

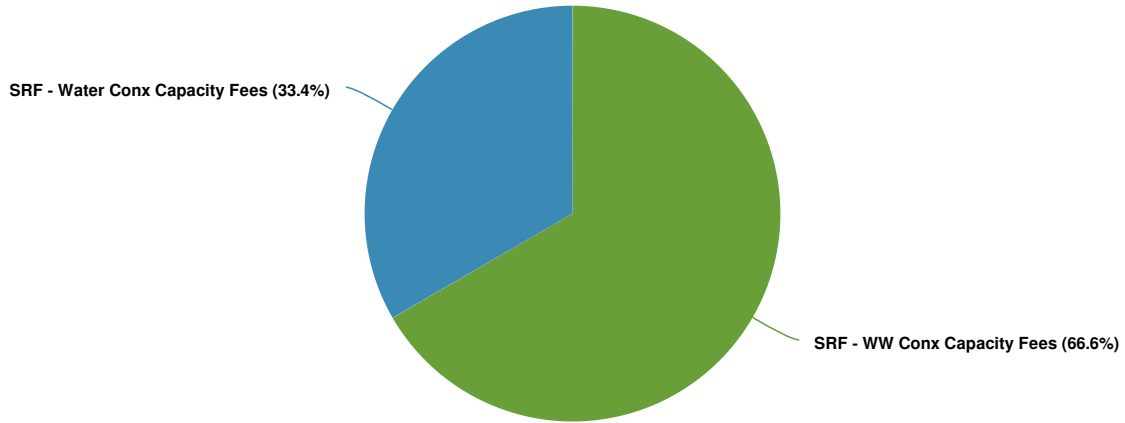
The Utility Capacity Fee Fund was created in Fiscal Year 2011-2012 to separately account for capacity fees – or connection fees - related to the City's Utility Fund. These funds may be used to pay for projects related to growth or added capacity and may be used to pay debt on projects related to growth or added capacity. Wastewater connection fee reserves have been budgeted toward wastewater treatment plant debt and water connection fee reserves have been budgeted for qualified water capital projects. More information is available at the back of the budget book in Capital Outlay.

Utility Capacity Fee Fund - Revenue by Fund



Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
SRF - Water Conx Capacity Fees			
C/O Balance	14010300-300100	\$1,666,667	\$1,666,667
Water Cnxn Capacity Fees	14010324-324100	\$1,093,000	\$320,000
Interest-Water Cnxn Cap Fees	14010361-361100	\$10,000	\$10,000
Total SRF - Water Conx Capacity Fees:		\$2,769,667	\$1,996,667
SRF - WW Conx Capacity Fees			
C/O Balance	14020300-300100	\$3,333,333	\$3,333,333
Wastewater Cnxn Capacity Fees	14020324-324100	\$2,221,000	\$641,000
Interest-WW Cnxn Capacity Fees	14020361-361100	\$15,000	\$15,000
Total SRF - WW Conx Capacity Fees:		\$5,569,333	\$3,989,333
Total:		\$8,339,000	\$5,986,000

Utility Capacity Fee Fund - Expenditures by Fund



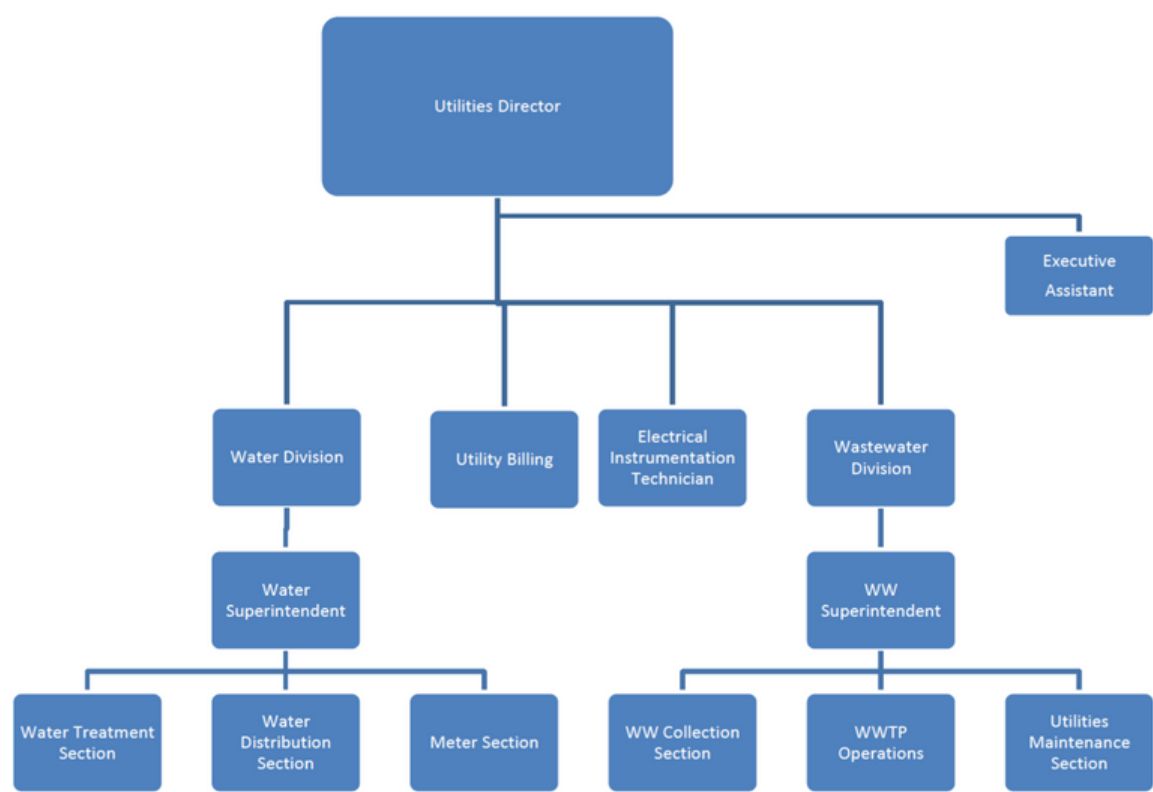
Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
SRF - Water Conx Capacity Fees			
Transfer To Utility Fund	14013300-591001	\$2,769,667	\$1,996,667
Total SRF - Water Conx Capacity Fees:		\$2,769,667	\$1,996,667
SRF - WW Conx Capacity Fees			
Transfer To Utility Fund	14023500-591001	\$5,569,333	\$3,989,333
Total SRF - WW Conx Capacity Fees:		\$5,569,333	\$3,989,333
Total:		\$8,339,000	\$5,986,000

Utilities

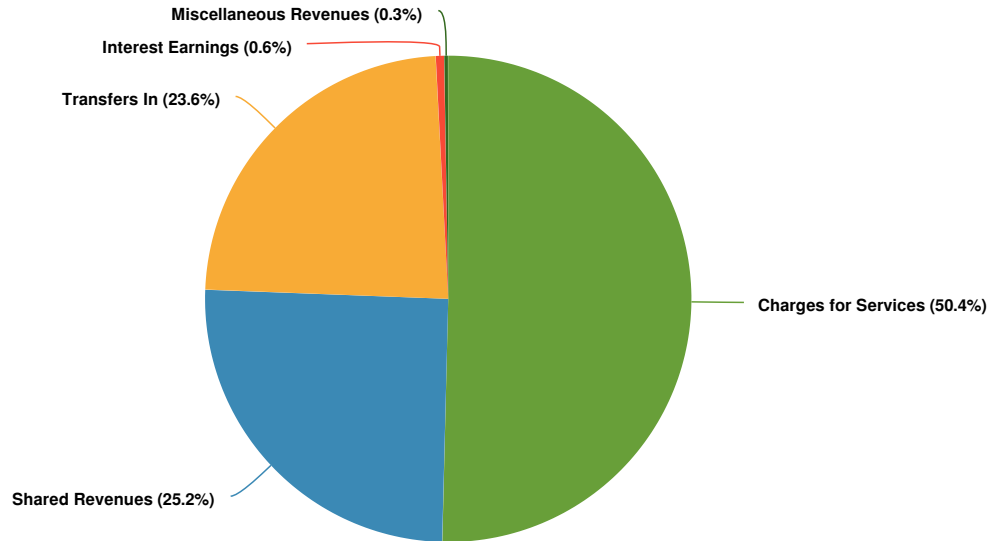


Utility Fund
Org Code: 410

Organizational Chart



Utilities - Revenues by Source

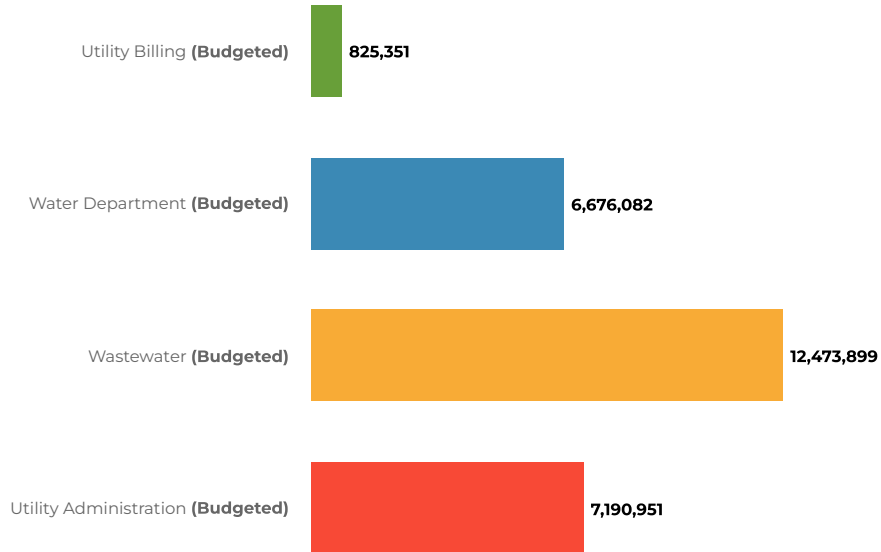


Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Revenue Source			
Shared Revenues			
Federal Grants - Other Phy Env	41000331-331390-21P13	\$1,500,000	\$1,500,000
State Grants - Water System	41000334-334310-21P06	\$0	\$600,000
State Grants - Water System	41000334-334310-22P01	\$1,000,000	\$880,000
State Grants - Water System	41000334-334310-22P03	\$650,000	\$585,000
State Grants - Water System	41000334-334310-22P04	\$3,500,000	\$3,284,317
Total Shared Revenues:		\$6,650,000	\$6,849,317
Charges for Services			
Water & Sewer Charges	41000343-343600	\$12,906,284	\$13,690,000
Total Charges for Services:		\$12,906,284	\$13,690,000
Interest Earnings			
Interest Income	41000361-361100	\$150,000	\$150,000
Total Interest Earnings:		\$150,000	\$150,000
Miscellaneous Revenues			
Surplus Property Sales	41000364-364400	\$10,000	\$10,000
SCRAP Sales - Utility	41000365-365000	\$6,000	\$6,000
Miscellaneous Revenue	41000369-369900	\$57,000	\$57,000
Total Miscellaneous Revenues:		\$73,000	\$73,000
Transfers In			
SRF 14 Water Capacity Fees	41000381-381330	\$8,339,000	\$5,986,000

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Debt Proceeds	41000384-384000-21P06	\$1,224,530	\$0
Debt Proceeds	41000384-384000-21P12	\$1,052,893	\$417,966
Total Transfers In:		\$10,616,423	\$6,403,966
Total Revenue Source:		\$30,395,707	\$27,166,283

Utilities - Expenditure Summary by Division

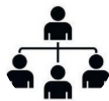
Expenditure Summary by Division



Utilities - Expenditures by Function

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expenditures			
Physical Environment			
Personnel Services		\$2,903,618	\$3,287,139
Operating Expenditures		\$5,009,363	\$4,539,233
Capital Outlay		\$18,327,000	\$12,876,000
Debt Service		\$2,275,257	\$2,249,590
Transfers Out		\$1,880,469	\$4,214,321
Total Physical Environment:		\$30,395,707	\$27,166,283
Total Expenditures:		\$30,395,707	\$27,166,283

Utility Administration



Utility Fund
Org Code: 41003000

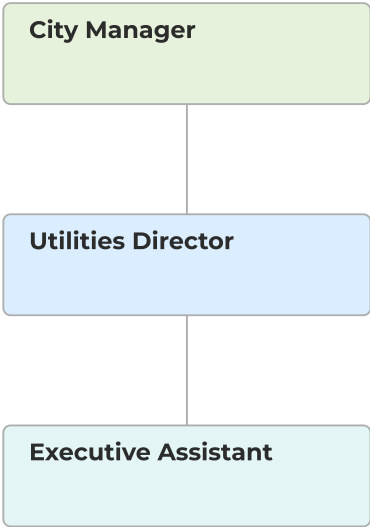
The Administration Division is accountable for the direction, supervision, and planning of both the Water and Wastewater Divisions. Responsibilities include budgeting, purchasing, technical specifications, contract administration, engineering review, maintenance coordination, providing City Council presentations, customer complaint investigations, and payroll. Also, providing technical, professional, and safety training, and the hiring, promoting, and disciplining of the department's employees. There are two employees in the Utilities Administration Division.

Utility Administration - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Utilities Director *	1	1	1
Executive Assistant	1	1	1
Total	2	2	2

Utility Administration



Utility Administration - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	41003000-512000	\$164,043	\$169,034
Fica Taxes	41003000-521100	\$10,171	\$10,481
Medicare Taxes	41003000-521200	\$2,379	\$2,452
Retirement Contributions	41003000-522100	\$44,654	\$45,998
Group Health	41003000-523000	\$37,268	\$31,458
Workers Comp Insurance	41003000-524000	\$6,491	\$3,984
Total Personnel Services:		\$265,006	\$263,407
Operating Expenditures			
Professional Services	41003000-531500	\$75,000	\$125,000
Prof Ser - Software & Support	41003000-531700	\$111,209	\$121,733
Contractual Services	41003000-534000	\$120,000	\$120,000
Telephone & Data Communication	41003000-541000	\$1,000	\$1,000
Freight and Postage Services	41003000-542000	\$200	\$200
Copy Machine Leases	41003000-544500	\$1,400	\$1,400
Property & Casualty Insurance	41003000-545000	\$24,568	\$23,800
Repair & Maint Vehicles	41003000-546200	\$500	\$500
Office Supplies	41003000-551000	\$700	\$1,000
Operating Supplies	41003000-552000	\$1,000	\$1,000
Gas & Oil	41003000-552700	\$700	\$700
Computers	41003000-552950		\$2,300
Memberships/Dues	41003000-554200	\$1,000	\$1,000
Training	41003000-555500	\$6,000	\$9,000
Total Operating Expenditures:		\$343,277	\$408,633
Capital Outlay			
Machinery & Equipment	41003000-564000		\$55,000
Total Capital Outlay:			\$55,000
Debt Service			
Loan Principal - SRF Loan	41003000-571002	\$1,537,342	\$1,511,675
Loan Principal - Meter Rplc	41003000-571003	\$737,915	\$737,915
Total Debt Service:		\$2,275,257	\$2,249,590
Transfers Out			
Transfer To General Fund	41003000-591001	\$1,203,481	\$1,642,800
Transfer to Airport Fund	41003000-591420	\$234,850	\$234,850
Reserve	41003000-599100	\$442,138	\$2,336,671
Total Transfers Out:		\$1,880,469	\$4,214,321
Total Expense Objects:		\$4,764,009	\$7,190,951

Utility Billing



Utility Fund

Org Code: 41001300

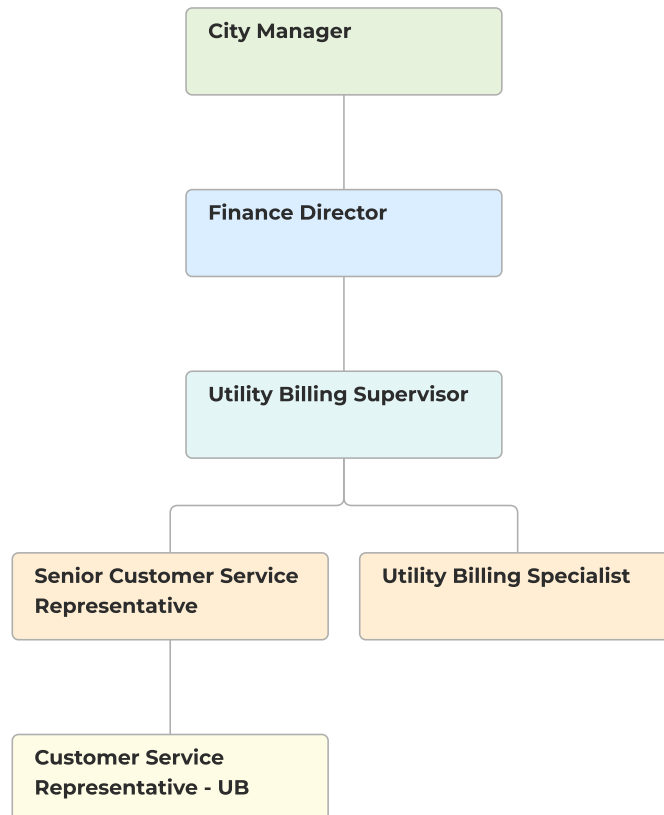
The Utility Billing (UB) Division is a division of the Finance Department. This division maintains and processes all water, sewer, and sanitation billing records; processing four scheduled billing cycles each month; and providing customer service to utility and sanitation customers regarding their accounts. In conjunction with Utility Department meter readers, UB coordinates work related to checking for leaks, lock offs, and reread orders. UB functions as the primary cash receipts area within the City, collecting and aggregating receipts from other City departments to prepare the City's daily banking deposit.

Utility Billing - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Accountant *	1	0	0
Utility Billing Supervisor	0	1	1
Senior Customer Service Representative - UB	1	1	1
Utility Billing Specialist	0	1	1
Customer Service Representative - UB	3	4	3.5
Total	5	7	6.5

Utility Billing



Utility Billing - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	41001300-512000	\$181,165	\$222,167
Overtime	41001300-514000	\$500	\$500
FICA Taxes	41001300-521100	\$9,794	\$13,778
Medicare Taxes	41001300-521200	\$2,292	\$3,225
Retirement Contributions	41001300-522100	\$24,422	\$30,284
Group Health Insurance	41001300-523000	\$50,682	\$64,758
Workers Comp Insurance	41001300-524000	\$6,251	\$5,239
Total Personnel Services:		\$275,106	\$339,951
Operating Expenditures			
Medical Services	41001300-531200	\$300	\$300
Professional Services	41001300-531500	\$10,000	\$10,000
Contractual Services	41001300-534000	\$890,000	\$60,000
Contract Svcs-Proc CC Fees	41001300-534700	\$145,000	\$140,000
Telephone & Data Communication	41001300-541000	\$2,000	\$2,000
Freight & Postage	41001300-542000	\$100,000	\$100,000
Copy Machine Leases	41001300-544500	\$13,741	\$1,100
Property & Casualty Insurance	41001300-545000	\$1,100	\$13,400
Office Supplies	41001300-551000	\$600	\$600
Operating Supplies	41001300-552000	\$1,300	\$2,000
Training	41001300-555500	\$3,000	\$6,000
Total Operating Expenditures:		\$1,167,041	\$335,400
Capital Outlay			
Building & Building Improvemen	41001300-562000	\$50,000	\$50,000
Machinery & Equipment	41001300-564000	\$195,000	\$100,000
Total Capital Outlay:		\$245,000	\$150,000
Total Expense Objects:		\$1,687,147	\$825,351

Water



Utility Fund

Org Code: 41003300

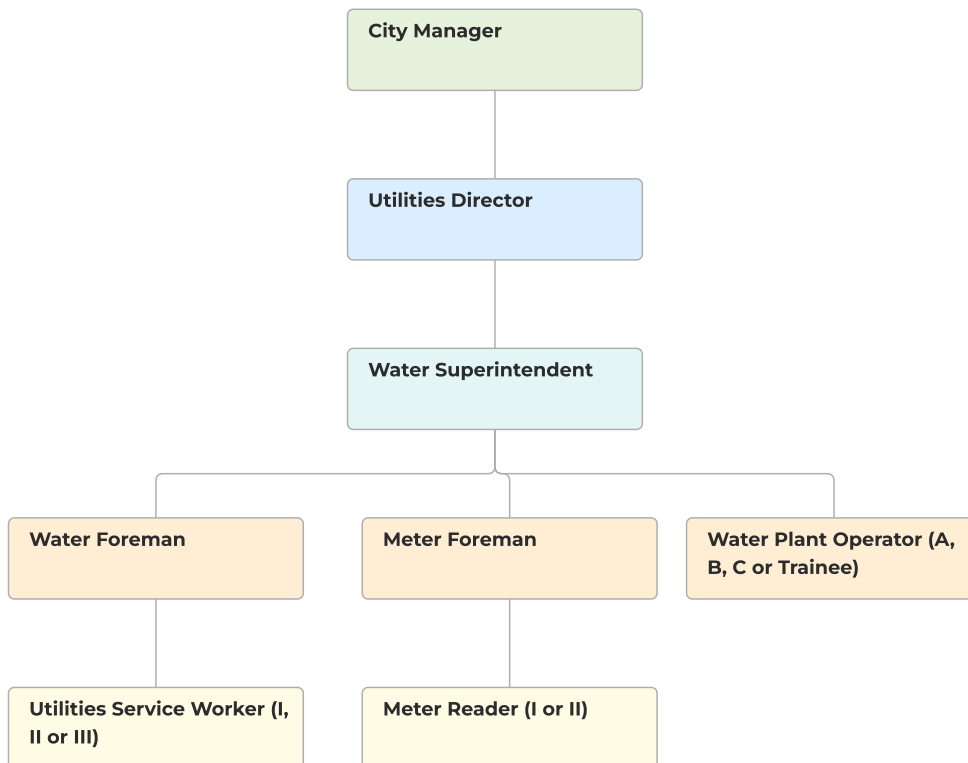
The Water Division is accountable for the City's Drinking Water Supply, treatment operations, distribution piping, and reclaimed water distribution system. This responsibility includes the water treatment operations and distribution pumping (to the customer's tap), well and distribution sampling, flushing programs, Florida Department of Environmental Protection (FDEP), and Southwest Florida Water Management District (SWFWMD) operating permits. In addition, chemical ordering, meter turn ons/turn offs/lock offs, water main breaks, Backflow Prevention Program, Cross Connection Control Program, utility locates, customer complaints, new water services, valve exercising, and operations/maintenance of the valve system, fire hydrant operation, testing, and maintenance, meter reading, meter box repairs and installation, meter change-outs and meter leaks. The FDEP and SWFWMD permits the Water Treatment Plants and distribution system. The Water Division is in charge of the operation and maintenance of this system in accordance with the operating permits and Florida Administrative Codes.

Water - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Water Superintendent *	1	1	1
Water Foreman	1	1	1
Water Plant Operator (A, B, C or Trainee)	3	3	3
Meter Foreman	1	1	1
Utilities Service Worker (I, II or III)	6	6	8
Meter Reader (I or II)	1	1	2
Total	13	13	16

Water



Water - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	41003300-512000	\$644,590	\$719,341
Overtime	41003300-514000	\$30,000	\$35,000
Fica Taxes	41003300-521100	\$39,971	\$44,606
Medicare Taxes	41003300-521200	\$9,352	\$10,439
Retirement Contributions	41003300-522100	\$87,478	\$110,061
Group Health	41003300-523000	\$226,496	\$307,326

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Workers Comp Insurance	41003300-524000	\$25,507	\$16,959
Total Personnel Services:		\$1,063,394	\$1,243,732
Operating Expenditures			
Medical Services	41003300-531200	\$300	\$1,000
Laboratory Analysis	41003300-531300	\$30,000	\$50,000
Professional Services	41003300-531500	\$150,000	\$150,000
Contractual Services	41003300-534000	\$275,000	\$275,000
Property Tax	41003300-538000	\$200	\$200
Telephone & Data Communication	41003300-541000	\$25,000	\$30,000
Freight and Postage Services	41003300-542000	\$500	\$500
Electricity	41003300-543000	\$150,000	\$150,000
Water & Sewer Expense	41003300-543300	\$250	\$250
Leases & Rentals	41003300-544000	\$1,000	\$1,000
Copy Machine Leases	41003300-544500	\$500	\$500
Property & Casualty Insurance	41003300-545000	\$50,220	\$48,700
Repair & Maint-Buildings	41003300-546000	\$4,000	\$4,000
Repair & Maint-Equipment	41003300-546100	\$75,000	\$75,000
Repair & Maint Vehicles	41003300-546200	\$30,000	\$30,000
Water Tank Maintenance	41003300-546300	\$60,000	\$80,000
Repair & Maint-Water Lines	41003300-546400	\$150,000	\$250,000
Licenses and Permits	41003300-549200	\$2,000	\$2,000
Office Supplies	41003300-551000	\$3,000	\$3,000
Operating Supplies	41003300-552000	\$48,000	\$60,000
Uniforms	41003300-552100	\$4,000	\$6,000
Tools, Small Equipment	41003300-552300	\$10,000	\$20,000
Chemicals	41003300-552400	\$40,000	\$40,000
Gas & Oil	41003300-552700	\$50,000	\$50,000
Computers	41003300-552950		\$12,200
Memberships/Dues	41003300-554200	\$2,000	\$2,000
Training	41003300-555500	\$20,000	\$30,000
Total Operating Expenditures:		\$1,180,970	\$1,371,350
Capital Outlay			
Buildings/Bldg Improvements	41003300-562000	\$500,000	\$0
Building & Building Improvemen	41003300-562000-21P07	\$600,000	\$600,000
Infrastructure	41003300-563000	\$1,460,000	\$280,000
Infrastructure	41003300-563000-24P02	\$1,100,000	\$1,066,000
Infrastructure	41003300-563000-24P03	\$1,230,000	\$1,205,000
Machinery and Equipment	41003300-564000	\$157,000	\$410,000
Inventory Purchases	41003300-565900	\$500,000	\$500,000
Total Capital Outlay:		\$5,547,000	\$4,061,000
Total Expense Objects:		\$7,791,364	\$6,676,082

Wastewater



Utility Fund

Org Code: 41003500

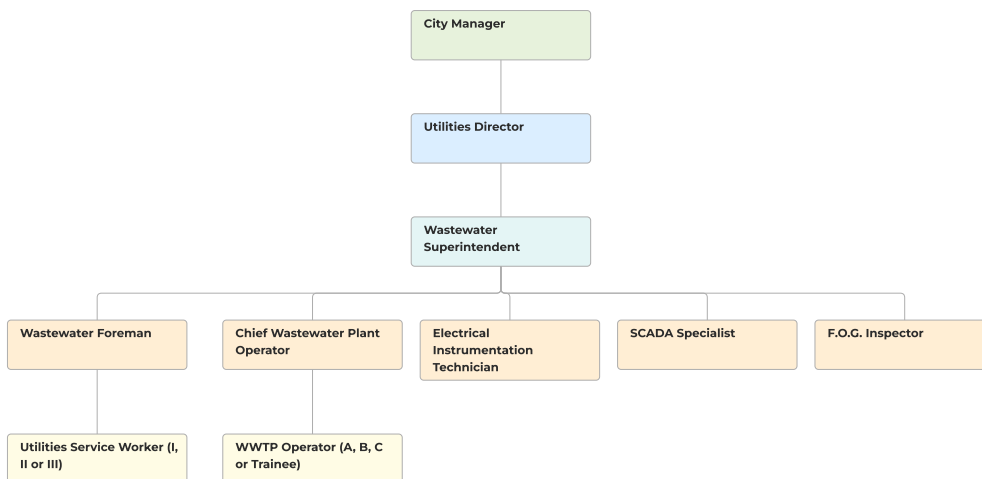
The Wastewater Division is held accountable for the operation and maintenance of the City's 4.5 million gallons per day Wastewater Treatment Plant, reclaimed water pumping station, 38 acres of rapid infiltration basins, 67 sewage lift stations and all of the City's sewer collection system. Which includes over 300 miles of gravity and pressurized underground sewer pipes and ~1,600 sanitary sewer manholes. The Division is also in charge of sewer line installations, breaks and preventative maintenance, manhole maintenance, utility locates, the Fats, Oils, and Grease Program (FOG), and customer complaints. The Florida Department of Environmental Protection (FDEP) permits the Wastewater Treatment Plant and Sewer Collection system and the Division is responsible for the proper operation and maintenance of these systems in accordance with the FDEP operating permit and Florida Administrative Codes. There are 18 employees in the Wastewater Division.

Wastewater - Personnel Information

Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Wastewater Superintendent *	1	1	1
Chief Wastewater Plant Operator *	1	1	1
WWTP Operator (A, B, C or Trainee)	5	5	5
Electrical Instrumentation Technician	1	1	1
SCADA Specialist	1	1	1
Wastewater Foreman	1	1	1
F.O.G. Inspector	0	1	1
Utilities Service Worker (I, II or III)	7	7	10
Total	17	18	21

Wastewater



Wastewater - Expenditures by Expense Type

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	41003500-512000	\$792,379	\$859,828
Overtime Sewer	41003500-514000	\$100,000	\$90,000
Fica Taxes	41003500-521100	\$47,649	\$53,319
Medicare Taxes	41003500-521200	\$11,148	\$12,478
Retirement Contributions	41003500-522100	\$107,631	\$130,995
Group Health	41003500-523000	\$210,899	\$273,153
Workers Comp Insurance	41003500-524000	\$30,406	\$20,276
Total Personnel Services:		\$1,300,112	\$1,440,049
Operating Expenditures			
Medical Services	41003500-531200	\$1,000	\$1,000
Laboratory Analysis	41003500-531300	\$25,000	\$60,000
Professional Services	41003500-531500	\$510,000	\$500,000
Contractual Services	41003500-534000	\$500	\$500
Contractual Hauling	41003500-534500	\$150,000	\$200,000
Property Tax	41003500-538000	\$50	\$50
Telephone & Data Communication	41003500-541000	\$15,000	\$20,000
Freight and Postage Services	41003500-542000	\$500	\$500
Electricity	41003500-543000	\$500,000	\$475,000
Water & Sewer Expense	41003500-543300	\$30,000	\$25,000
Refuse Removal	41003500-543400	\$8,000	\$9,000
Property & Casualty Insurance	41003500-545000	\$330,525	\$320,000
Repair & Maint-Buildings	41003500-546000	\$28,000	\$28,000
Repair & Maint-Equipment	41003500-546100	\$125,000	\$125,000
Repair & Maint Vehicles	41003500-546200	\$40,000	\$40,000
Repair & Maint-Infrastructure	41003500-546300	\$150,000	\$200,000
Licenses and Permits	41003500-549200	\$1,500	\$1,500
Office Supplies	41003500-551000	\$1,200	\$1,200
Operating Supplies	41003500-552000	\$65,000	\$65,000
Uniforms	41003500-552100	\$5,000	\$7,000
Tools, Small Equipment	41003500-552300	\$10,000	\$20,000
Chemicals & Chlorine Gas	41003500-552400	\$250,000	\$250,000
Gas & Oil	41003500-552700	\$50,000	\$50,000
Computers	41003500-552950		\$3,300
Memberships/Dues	41003500-554200	\$1,800	\$1,800
Training	41003500-555500	\$20,000	\$20,000
Total Operating Expenditures:		\$2,318,075	\$2,423,850
Capital Outlay			
Buildings/Bldg Improvements	41003500-562000	\$150,000	\$0
Infrastructure	41003500-563000	\$2,900,000	\$1,835,000

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Infrastructure	41003500-563000-22P01	\$2,000,000	\$2,000,000
Infrastructure	41003500-563000-22P03	\$1,300,000	\$0
Infrastructure	41003500-563000-22P04	\$4,000,000	\$0
Infrastructure	41003500-563000-24P04	\$1,650,000	\$1,650,000
Infrastructure	41003500-563000-25P02	\$0	\$1,500,000
Machinery and Equipment	41003500-564000	\$515,000	\$305,000
Machinery & Equipment	41003500-564000-25P01	\$0	\$1,300,000
Inventory Purchases	41003500-565900	\$20,000	\$20,000
Total Capital Outlay:		\$12,535,000	\$8,610,000
Total Expense Objects:		\$16,153,187	\$12,473,899

Airport



Airport Fund

Org Code: 42004200

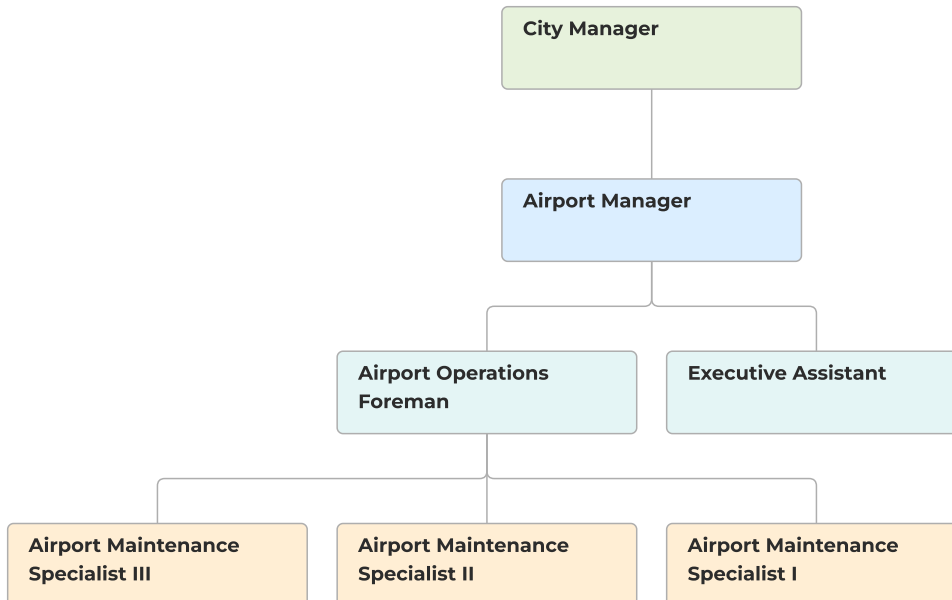
Jump right in to Zephyrhills Municipal Airport (ZPH) is in Pasco County, approximately 26 miles northeast of Tampa. The airport is publicly owned and operated by the City of Zephyrhills. The airport has two paved runways, the longest of which measures 6,200 feet long by 100 feet wide (Runway 01/19) and (05/23) which measures 5,000 feet long by 100 feet wide, both servicing 60,000 lbs. aircrafts. The airport primarily supports many aspects of General Aviation flying and local business aircraft, with pilots either stopping to refuel or to enjoy a longer weekend visit. Pilots and passengers can have lunch down town on Main Street at one of several local restaurants or experience the tranquility of one of several nearby natural areas, including the Crystal Springs Preserve, Hillsborough River State Park, or the Upper Hillsborough Preserve. The Pigz In Z'hills BBQ and Blues Fest is also a major draw. This annual event showcases BBQ, blues music, classic cars, and a military history museum. The Zephyrhills Municipal Airport also supports frequent skydiving operations. Thrill-seekers from across the world come to train and experience skydiving at Skydive City Z-Hills. Other airport tenants include Zephyr Aircraft Engines, Hawk Aircraft painting services, POSOVA Aviation, skydiving equipment manufacturers and retailers, as well as other aircraft maintenance, repair, and detail shops.

Airport - Personnel Information

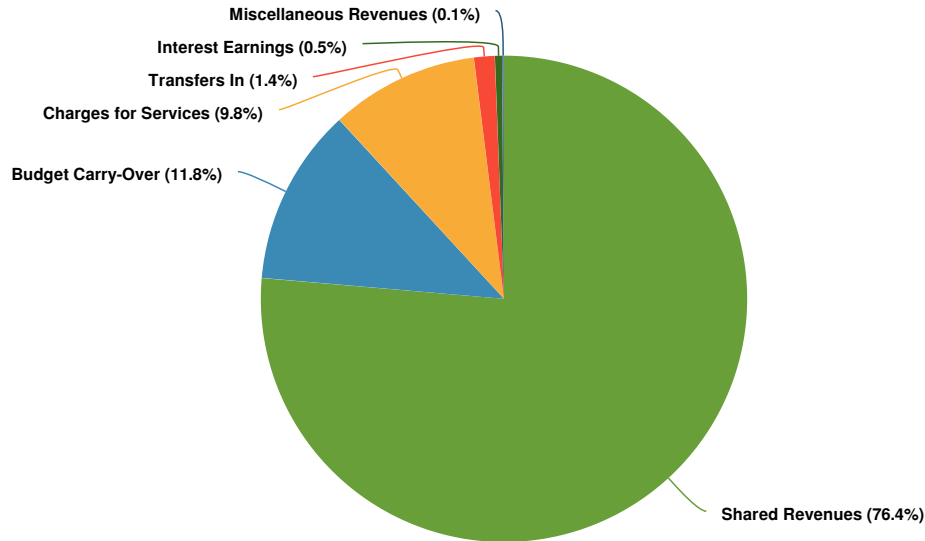
Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Airport Manager *	1	1	1
Airport Operations Foreman	1	1	1
Executive Assistant	1	1	1
Airport Maintenance Specialist III	1	1	1
Airport Maintenance Specialist II	2	2	2
Airport Maintenance Specialist I	0	0	1
Total	6	6	7

Airport



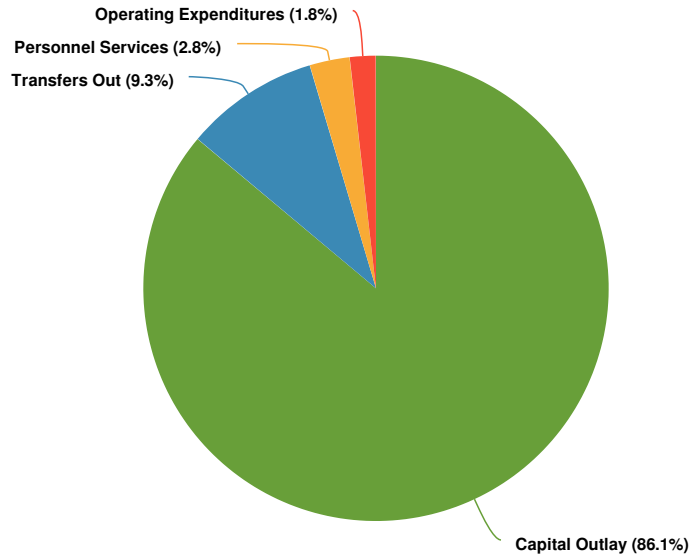
Airport - Revenues by Source



Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	42000300-300100	\$199,359	\$2,430,914
Total Budget Carry-Over:		\$199,359	\$2,430,914
Shared Revenues			
State Grants - Airport Develop	42000334-334410-21P04	\$25,000	\$32,000
State Grants - Airport Develop	42000334-334410-23P02	\$6,600,000	\$11,540,504
State Grants - Airport Develop	42000334-334410-23P04	\$312,000	\$0
State Grants - Airport Develop	42000334-334410-24P01	\$800,000	\$800,000
State Grants - Airport Develop	42000334-334410-24P06	\$3,360,000	\$3,360,000
Total Shared Revenues:		\$11,097,000	\$15,732,504
Charges for Services			
Airport Rental & Lease Income	42000344-344100	\$302,379	\$308,796
Tie Down Fees	42000344-344101	\$10,903	\$20,800
Fuel Sales	42000344-344102	\$928,940	\$1,191,444
Oil Sales	42000344-344103	\$13,292	\$17,375
Fuel Flowage Fees	42000344-344105	\$4,421	\$4,172
Shade Hangar Rent	42000344-344106	\$14,537	\$15,000
T Hangar Rent	42000344-344107	\$453,149	\$453,104
Trailer Parking	42000344-344109	\$7,005	\$14,455
Late Payment Fees	42000344-344150	\$0	\$1,000
Airport Venue Events	42000347-347510	\$2,000	\$2,000
Total Charges for Services:		\$1,736,626	\$2,028,146

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Interest Earnings			
Interest Income	42000361-361100	\$35,000	\$100,000
Total Interest Earnings:		\$35,000	\$100,000
Miscellaneous Revenues			
Surplus Property Sales	42000364-364400	\$5,000	\$5,000
Miscellaneous Revenue	42000369-369900	\$17,741	\$18,000
Total Miscellaneous Revenues:		\$22,741	\$23,000
Transfers In			
Transfer From General Fund	42000381-381100	\$18,740	\$18,740
Transfer from Utility Fund	42000381-381410	\$234,850	\$234,850
Transfer from Sanitation Fund	42000381-381430	\$31,440	\$31,440
Total Transfers In:		\$285,030	\$285,030
Total Revenue Source:		\$13,375,756	\$20,599,594

Airport - Expenditures by Expense Type



Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	42004200-512000	\$328,101	\$356,190
Overtime Airport	42004200-514000	\$9,000	\$9,000
Fica Taxes	42004200-521100	\$20,345	\$22,087
Medicare Taxes	42004200-521200	\$4,760	\$5,169
Retirement Contributions	42004200-522100	\$66,510	\$76,014
Group Health	42004200-523000	\$137,858	\$96,847
Workers Comp Insurance	42004200-524000	\$12,982	\$8,397
Total Personnel Services:		\$579,556	\$573,704
Operating Expenditures			
Medical Services	42004200-531200	\$330	\$300
Professional Services	42004200-531500	\$12,000	\$12,000
Prof Ser - Software & Support	42004200-531700	\$12,371	\$13,989
Contractual Services	42004200-534000	\$11,550	\$15,500
Processing Fees Credit Cards	42004200-534700	\$58,850	\$55,850
Property Tax	42004200-538000	\$2,000	\$2,000
Telephone & Data Communication	42004200-541000	\$5,100	\$5,100
Aeronautical Communications	42004200-541200	\$8,500	\$8,500
Freight and Postage Services	42004200-542000	\$1,242	\$900
Electricity	42004200-543000	\$32,700	\$36,000
Water & Sewer Expense	42004200-543300	\$7,500	\$6,500

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Refuse Removal	42004200-543400	\$1,000	\$1,000
Copy Machine Leases	42004200-544500	\$1,500	\$750
Property & Casualty Insurance	42004200-545000	\$119,804	\$116,000
Repair & Maint-Buildings	42004200-546000	\$8,000	\$6,000
Repair & Maint-Equipment	42004200-546100	\$15,000	\$12,000
Repair & Maint Vehicles	42004200-546200	\$7,000	\$7,000
Repair & Maint-Infrastructure	42004200-546300	\$50,000	\$35,000
Marketing/Publicity	42004200-548000	\$500	\$500
Special Event	42004200-548900	\$500	\$500
Legal Ads	42004200-549000	\$500	\$500
Office Supplies	42004200-551000	\$980	\$850
Operating Supplies	42004200-552000	\$11,000	\$10,000
Uniforms	42004200-552100	\$1,200	\$1,500
Tools, Small Equipment	42004200-552300	\$2,000	\$1,800
Gas & Oil City Use	42004200-552700	\$16,500	\$17,500
Memberships/Dues	42004200-554200	\$1,000	\$750
Training	42004200-555500	\$3,500	\$4,500
Total Operating Expenditures:		\$392,127	\$372,789
Capital Outlay			
Infrastructure	42004200-563000-21P04	\$95,000	\$40,000
Infrastructure	42004200-563000-23P02	\$6,201,073	\$11,450,000
Infrastructure	42004200-563000-24P01	\$1,000,000	\$1,000,000
Infrastructure	42004200-563000-24P06	\$4,200,000	\$4,200,000
Machinery and Equipment	42004200-564000	\$13,000	\$0
Inventory Purchases	42004200-565900	\$875,000	\$1,045,000
Total Capital Outlay:		\$12,384,073	\$17,735,000
Transfers Out			
Transfer To General Fund	42004200-591001	\$20,000	\$20,000
Reserve	42004200-599100	\$0	\$1,898,101
Total Transfers Out:		\$20,000	\$1,918,101
Total Expense Objects:		\$13,375,756	\$20,599,594

Sanitation



Sanitation Fund

Org Code: 43003400

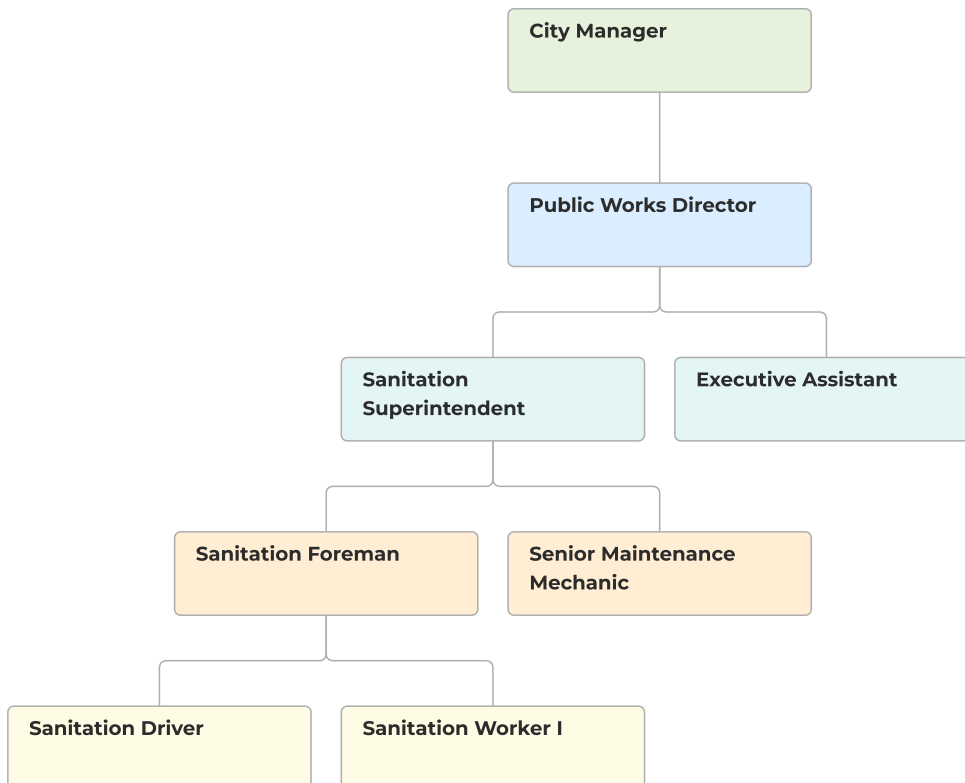
The Sanitation Division provides residential and commercial solid waste collection and disposal services. The Sanitation Division also offers bi-weekly recycling services. All solid waste and recyclables are transported to Pasco County facilities via City-owned collection vehicles for sorting and processing. Additional services include transportation of trash compactors and roll-off type construction containers. The Sanitation Division is an enterprise fund.

Sanitation - Personnel Information

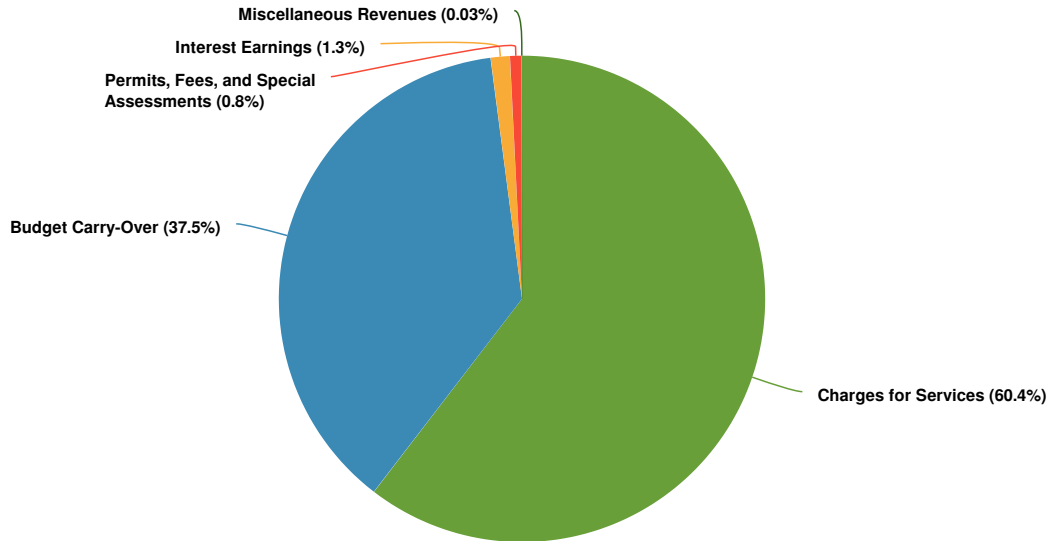
Personnel by Position

Position	FY 2023	FY 2024	FY 2025
Sanitation Superintendent *	1	1	1
Sanitation Foreman	1	1	1
Senior Maintenance Mechanic	1	1	1
Executive Assistant	1	1	1
Sanitation Driver	6	6	7
Sanitation Worker I	1	2	2
Total	11	12	13

Sanitation

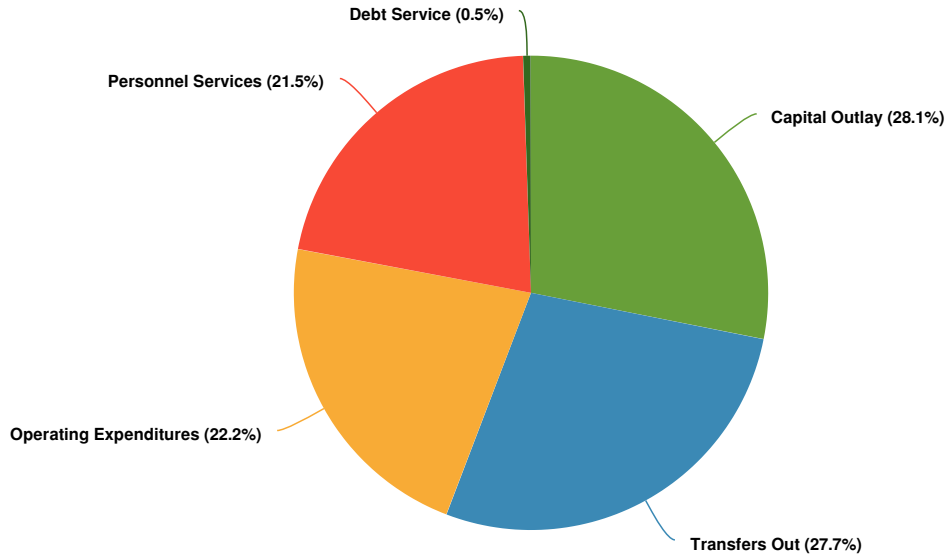


Sanitation - Revenues by Source



Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	43000300-300100	\$542,749	\$1,480,707
Total Budget Carry-Over:		\$542,749	\$1,480,707
Permits, Fees, and Special Assessments			
Sanitation Franchise Fees	43000323-323430	\$25,000	\$30,000
Total Permits, Fees, and Special Assessments:		\$25,000	\$30,000
Charges for Services			
Sanitation Charges	43000343-343700	\$2,364,600	\$2,385,480
Total Charges for Services:		\$2,364,600	\$2,385,480
Interest Earnings			
Interest Income	43000361-361100	\$40,000	\$50,000
Total Interest Earnings:		\$40,000	\$50,000
Miscellaneous Revenues			
Miscellaneous Income	43000369-369900	\$1,000	\$1,000
Total Miscellaneous Revenues:		\$1,000	\$1,000
Total Revenue Source:		\$2,973,349	\$3,947,187

Sanitation - Expenditures by Expense Type



Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Expense Objects			
Personnel Services			
Salaries	43003400-512000	\$520,790	\$531,015
Overtime Sanitation	43003400-514000	\$35,000	\$40,000
Fica Taxes	43003400-521100	\$31,200	\$32,932
Medicare Taxes	43003400-521200	\$7,300	\$7,705
Retirement Contributions	43003400-522100	\$75,396	\$82,176
Group Health	43003400-523000	\$157,522	\$142,474
Workers Comp Insurance	43003400-524000	\$19,910	\$12,521
Total Personnel Services:		\$847,118	\$848,823
Operating Expenditures			
Medical Services	43003400-531200	\$500	\$500
Professional Services	43003400-531500	\$30,000	\$50,000
Prof Ser - Software & Support	43003400-531700	\$24,913	\$28,155
Contractual Services	43003400-534000	\$500	\$500
Contractual Services-TempLabor	43003400-534300	\$3,000	\$3,000
Telephone & Data Communication	43003400-541000	\$3,500	\$3,500
Freight and Postage Services	43003400-542000	\$300	\$300
Refuse Removal	43003400-543400	\$2,000	\$2,000
Rentals & Leases	43003400-544000	\$10,000	\$18,000
Copy Machine Leases	43003400-544500	\$500	\$500
Property & Casualty Insurance	43003400-545000	\$79,816	\$77,350

Name	ERP Code	FY2024 Original Budget	FY2025 Budgeted
Repair & Maint-Equipment	43003400-546100	\$20,000	\$35,000
Repair & Maint Vehicles	43003400-546200	\$150,000	\$328,000
Operating Supplies	43003400-552000	\$42,000	\$40,000
Dumpsters <\$5,000	43003400-552090	\$45,000	\$60,000
Uniforms	43003400-552100	\$5,000	\$6,000
Tools, Small Equipment	43003400-552300	\$4,000	\$4,000
Landfill Fees	43003400-552500	\$30,000	\$28,000
Community Clean Up	43003400-552665	\$7,500	\$7,500
Gas & Oil	43003400-552700	\$175,000	\$175,000
Computers	43003400-552950		\$3,500
Memberships/Dues	43003400-554200	\$600	\$600
Training	43003400-555500	\$3,500	\$3,500
Total Operating Expenditures:		\$637,629	\$874,905
Capital Outlay			
Buildings/Bldg Improvements	43003400-562000	\$20,000	\$20,000
Building & Building Improvemen	43003400-562000-21P07	\$200,000	\$200,000
Machinery and Equipment	43003400-564000	\$856,500	\$860,500
Roll-off Dumpsters	43003400-564090	\$30,000	\$30,000
Total Capital Outlay:		\$1,106,500	\$1,110,500
Debt Service			
BB&T Loan	43003400-571000	\$20,662	\$20,662
Total Debt Service:		\$20,662	\$20,662
Transfers Out			
Transfer To General Fund	43003400-591001	\$330,000	\$330,000
Transfer to Airport Fund	43003400-591420	\$31,440	\$31,440
Budget Contingency	43003400-599000	\$0	\$730,857
Total Transfers Out:		\$361,440	\$1,092,297
Total Expense Objects:		\$2,973,349	\$3,947,187

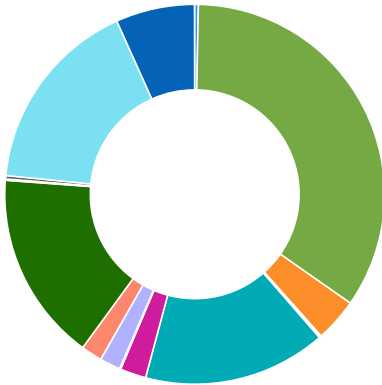
CAPITAL IMPROVEMENTS

FY 2025 Capital Projects

Total Capital Requested
\$51,542,612

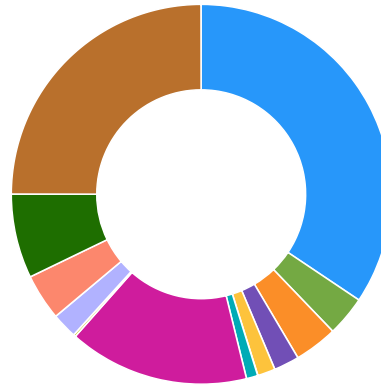
108 Capital Improvement Projects

Total Funding Requested by Department



Administration (0%)	\$165,000.00
Airport (34%)	\$17,735,000.00
CRA (4%)	\$1,898,000.00
Fleet Maintenance (0%)	\$52,000.00
Information Technology (0%)	\$15,000.00
Library (0%)	\$36,000.00
Parks & Facilities Maintenance (16%)	\$8,019,500.00
Police (2%)	\$1,138,873.00
Police Dispatch (0%)	\$55,611.00
Sanitation (2%)	\$910,500.00
Stormwater Management (2%)	\$925,000.00
Streets (16%)	\$8,316,128.00
Utility Administration (0%)	\$55,000.00
Utility Billing (0%)	\$150,000.00
Wastewater (17%)	\$8,610,000.00
Water Department (7%)	\$3,461,000.00
TOTAL	\$51,542,612.00

Total Funding Requested by Source



Airport Fund (34%)	\$17,735,000.00
ARPA (3%)	\$1,760,000.00
CRA Fund (4%)	\$1,898,000.00
Gas Tax (2%)	\$1,113,000.00
General Fund (2%)	\$783,611.00
Library Reserves (0%)	\$10,000.00
Parks Impact Fee (1%)	\$500,000.00
Penny 4 Pasco (15%)	\$7,920,373.00
Police Impact Fee (0%)	\$100,000.00
Sanitation Fund (2%)	\$1,110,500.00
State Appropriation (4%)	\$2,036,128.00
Transportation Impact Fee (7%)	\$3,700,000.00
Utility Fund (25%)	\$12,876,000.00
TOTAL	\$51,542,612.00

Airport Requests

Itemized Requests for 2025

Airfield Pavement rehabilitation.	\$1,000,000
T-hangar ramp pavement rehabilitation, along taxiway Bravo. FDOT joint participation. 80/20, FDOT \$800,000. Local \$200,000.	
FBO Terminal Construction	\$5,000,000
FBO Terminal construction. Working on obtaining state appropriation.	
Fuel Inventory for Resale	\$1,045,000
Fuel inventory for resale.	
Runway 01/19 Pavement rehabilitation.	\$4,200,000
Pavement rehabilitation to the north end of Runway 01/19. FDOT joint participation. 80/20 FDOT \$3,360,000. Local \$840,000.00	
Tenant Box Hangars / Taxiway F	\$6,450,000
Design in progress, construction pending start date and how funds will be allocated.	
Wetland Mitigation, SWFWMD Requirement.	\$40,000
Runway 01/19 extension, wetlands mitigation, planting and monitoring. Grant available 80/20.	
Total: \$17,735,000	

Administration Requests

Itemized Requests for 2025

Admin Vehicle - Suburban	\$65,000
Admin to purchase a suburban (large enough to hold all of the Council). The current Tahoe will be transferred to the Airport Manager.	
City Hall Improvements	\$100,000
City hall improvements to the council chambers and decorative art projects for lobbies and hallways.	
Total: \$165,000	

Streets Requests

Itemized Requests for 2025

Annual Street Resurfacing	\$900,000
Annual Street Resurfacing - city wide.	
Building Improvements (Streets)	\$25,000
Streets Department is moving into the CD building out at the City Yard. This building will need more improvements and upgrades to be more efficient for the Streets Department.	
City Wide Sidewalks	\$1,000,000
City wide sidewalks. To continue adding sidewalks based on the sidewalk master plan. Also to add missing connections to sidewalks.	
City Wide Trails	\$500,000
City wide trails. To continue adding trails based on the sidewalk & trail master plan. Also to add missing connections to trails.	
Dump Truck	\$200,000
Additional dump truck necessary for road and alley maintenance.	
Gateway Project	\$500,000
Gateway project.	
Hot Spot - Intersection Improvements	\$2,000,000
City Council approved the "Hot Spots" map. During FY 24, analysis and design of several of the intersections was initiated. Funding in FY 25 is for construction of the intersection improvements.	
Kossick/Otis Allen Intersection Improvements	\$200,000
Planning phase of intersection improvements at Kossick Road and Otis Allen Road.	
Pretty Pond Road and Wire Road Roundabout	\$1,000,000
Intersection improvements at Pretty Pond Road and Wire Road. Improvements will include the removal of the 4-way stop and constructing a roundabout.	
Resurface Police Parking Lot	\$180,000
Police Department parking lot is in poor condition, resurfacing is required.	
Sign Printer Cutting Table / Roller	\$25,000
Cutting machine table roller for sign shop.	
South Ave Extension	\$1,486,128
Extension of South Avenue (North of 6th Avenue) - National Guard Entrance	
Telehandler / Rough Terrain Forklift	\$250,000
Replaces 2010 CAT Telehandler	
Traffic Sign Printer	\$50,000
Our existing sign machine and software are approximately twenty years old and out-dated.	
Total: \$8,316,128	

Parks & Facilities Maintenance Requests

Itemized Requests for 2025

24FT Lawn Trailer	\$16,000
Lawn Trailer for transporting mowers / misc. equipment. ROW Maintenance	
3/4 TON PICK-UP TRUCK 1	\$55,000
New vehicle for transporting equipment and personnel.	
3/4 TON PICK-UP TRUCK 2	\$55,000
3/4 ton pick-up trucks for transporting equipment and personnel. Replace PK26 2007 Truck in poor condition.	
Additional Security Cameras - Krusen Park	\$7,500
Additional cameras and system upgrades for Krusen Park.	
Building Improvements (Parks)	\$10,000
Parks Department building improvements as needed.	
City Yard Building Construction	\$2,000,000
The existing facility was constructed in 1984 - the facilities are antiquated and more space and modernization is needed.	
Depot Parking Lot Improvements	\$425,000
Design, permit and construct paved parking lot and drainage improvements at the Depot Museum 39110 South Avenue.	
Historic Building Renovations	\$100,000
Renovations, repairs and improvements to city owned historic buildings.	
John Deere Field Groomer	\$25,000
Field groomer for Krusen ball fields.	
Landscaping	\$15,000
Landscaping in various areas around the City.	
Park Improvements	\$4,260,000
Improvements to City owned parks as indicated in the Parks Master Plan (2024).	
Park Signs with new logo	\$250,000
Construct park signs with new logo at the parks not located in the CRA	
Resurface Fitness Path and Parking Lot at Veteran's Memorial Park	\$95,000
The parking lot and fitness trail are in poor condition and need to be surfaced.	
Stand On blower	\$15,000
Stand on blower for multi-purpose trails, parking lots, tennis courts etc.	
Turf Mower	\$69,000
Turf mower for Bermuda Turf - will be necessary to maintain the Bermuda turf at Hercules Park and Krusen Football field.	
Utility Vehicle	\$42,000
Utility vehicle for spraying, landscaping etc. ROW Maintenance	

Zephyr Park Improvements	\$550,000
Funded by \$600,000 in state appropriation funds. Continued prep work on improvements to Zephyr Park. Surveying, public input, concept designs, etc.	
Zero - Turn Mower	\$15,000
60" Gravely Zero Turn - replaces PK125 (2016 model).ROW Maintenance	
Zero-Turn Mower	\$15,000
60" Gravely Zero-Turn Mower (Replaces # PK136) 2012 Model GravelyROW Maintenance	
Total: \$8,019,500	

Fleet Maintenance Requests

Itemized Requests for 2025

Building Improvements (Fleet Maint)	\$25,000
Equipment Maintenance Department building improvements as needed.	
Mower Lift	\$15,000
This lift will enable fleet staff to safely work on and under lawn mowers / tractors.	
Wheel Balancing Machine	\$12,000
Larger capacity balancing machine.	
Total: \$52,000	

Stormwater Management Requests

Itemized Requests for 2025

6th Avenue Drainage Improvements	\$475,000
Stormwater Improvements along 6th Avenue (between 7th Street & 8th Street) and adjacent alley.	
Retention Pond Fencing	\$50,000
Replace Retention Pond Fencing as needed.	
Stormwater Pump Station Upgrades	\$400,000
Pump Station Improvements (multiple locations).	
Total: \$925,000	

Sanitation Requests

Itemized Requests for 2025

18 FT Trailer	\$10,000
This trailer will be used for delivering z-carts / recycling bins etc.	
18 Gallon Recycling Bins	\$25,000
Additional 18-gallon recycling bins are necessary due to development and growth.	
AC Unit	\$10,000
New AC Unit for Truck # SA65	
Building Improvements (Sanitation)	\$20,000
Sanitation Department building improvements as needed.	
Curotto Can Assembly	\$30,000
Curotto Can Replacement for residential Z-cart pick up. Truck # SA77.	
Front Load Sanitation Truck - New	\$400,000
This truck is necessary to run an additional route due to growth.	
Hydraulic Cylinders	\$15,000
Replacement Hydraulic Cylinders Truck # SA66	
Roll Off Dumpsters	\$30,000
Purchase of new roll off dumpsters to replace around the city. These dumpsters are the larger sizes, 20 YD and 30 YD.	
Sanitation Side Loader Truck	\$300,000
This side loader truck will replace Truck # SA66 2005 Peterbilt.	
Sanitation Truck Arm Assembly	\$65,000
Side-Loader Truck Arm Assembly	
Truck Cab Cover	\$5,500
Truck Cab Cover SA#705	
Total: \$910,500	

Police Dispatch Requests

Itemized Requests for 2025

Dispatch Consolidation: Central Square	\$55,611
Contract #41-23-21: CAD software recurring costs for maintenance and subscription renewal. Required for access to the Pasco County system.Utilize CAD reserves, when/if available.	
Total: \$55,611	

Police Requests

Itemized Requests for 2025

AXON Fleet3 Basic (10-Yr Rewrite)	\$44,132
Recurring contract #41-23-22.1: (28) In-car camera systems and evidence storage.	
AXON Fleet3 Basic (New)	\$44,132
A total of 21 in-car camera systems and evidence storage. (5) new(16) ongoing replacements - (6) 2021; (6) 2020; (4) 2019	
AXON OSP7+ (10-Yr Rewrite)	\$190,609
Recurring contract #25-23-02:(48) OSP7+ Plans include equipment and evidence storage.	
Building Improvements - Conceptual Design Work	\$10,000
Continue design work throughout the building to include logo replacements.	
Building Improvements - Flooring	\$60,000
Tile replacement excluding locker rooms and interior bathrooms.	
Building Improvements - Furniture and Fixtures	\$30,000
Administrative furniture, chairs, and mats.	
Building Improvements - Training Room Sound Proofing	\$12,000
Soundproof training room.	
Drone	\$20,000
Drone for surveillance and critical incidents.	
Interview Rooms A/V Equipment	\$20,000
Camera equipment and software for interview rooms.	
Modular Video Surveillance Equipment	\$25,000
Modular video surveillance equipment for law enforcement gives a single power tool for covert investigations that adapts easily to multiple deployment scenarios by quickly swapping concealments or cameras, delivering maximum...	
Patrol Vehicle Mobile Radio Equipment	\$45,000
(9) Patrol vehicle mobile radio equipment.	
Patrol Vehicles	\$603,000
(9) Patrol Vehicles: (1) K-9; (4) CID; (4) PatrolPricing includes striping/equipment/lights & accessories/in-car printersProjections: (7) replacement vehicles annually @ ~\$67,000/each plus a 10% a-year increase.	
Pole Cameras	\$20,000
Pole Cameras are outdoor video surveillance equipment developed specifically for law enforcement. Pole cameras are covert video systems that enhance community safety by allowing police investigators to target hotspots for criminal and...	
Solar Speed Signs	\$15,000
Purchase of solar speed signs for select roads based on traffic concerns.	
Total: \$1,138,873	

Utility Administration Requests

Itemized Requests for 2025

New Director Vehicle

\$55,000

This vehicle will replace a 2014 Ford Explorer, vehicle #939.939 will go to the Wastewater Division to be used as the Chief Operator vehicle.

Total: \$55,000

Water Department Requests

Itemized Requests for 2025

Alston to Tucker Water Line Extension

\$1,205,000

To connect an existing 8" water line at Hwy n301/Alston to an existing line at Tucker/SR39. Includes engineering and design, and construction of approximately 2,800' of water line.

Backflow Replacement

\$150,000

Change out all Dual Check Valves throughout the City with new trackable models. This is in accordance with FDEP rule 62-555.360-2 which states that Dual Check Valves (DuC's) "shall be refurbished or replaced at least once every 5 to 10 years...

Drinking Water Well Rehabilitation

\$100,000

This project includes the pulling & rewinding of the motor, inspection of the (pump/drop pipe/shafts & bearings), etc.

Inventory - Water

\$500,000

All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered. Purchase of meters, pipes, tubing, fittings, valves and other...

New 1-Ton Utility Truck to replace aging truck (18)

\$90,000

Replaces aging vehicle #18

New 3/4 ton Pick-Up Truck to replace aging truck (40)

\$70,000

Replace aging vehicle #40

New service vehicle

\$180,000

Two (2) New service vehicles for new employees

New vehicle for additional meter reader position

\$70,000

New vehicle for new meter reader position

Palm Grove Dr. from Autumn Palm to Hwy301

\$1,066,000

8" WATER LINE EXTENSION FROM aUTUMN pALM TO Hwy301 along Palm Grove Dr.

SCADA System Maintenance and/or Upgrades

\$30,000

This project will be to purchase emergency back-up cards for our wells, the booster pumping station site, and the interconnect site. Also, for upgrades to antennas that are necessary for radio frequency communication. To include potential...

Total: \$3,461,000

Wastewater Requests

Itemized Requests for 2025

1/2 ton Pick Up	\$50,000
FOG program started and full size truck is being used, which took one vehicle from the Sewer Crew. Small truck for FOG program so the Sewer Crew can have #946 back.	
12" Reclaim Water line along Eiland Blvd. from Dairy Rd to Simons.	\$2,000,000
Project started in FY2024 and has rolled into FY2025. Install approximately 10,000' of 12" reclaim water line to Connect to Pasco Counties reclaim system at Eiland/Simons intersection. 50/50 cost share with SWFWMD.	
3/4 ton pick up	\$65,000
Used for servicing wastewater related things where a larger service vehicle is not necessary. #84 2007 Chevrolet ½ Ton Pickup 99567 miles, cracked dash, rip in seat, Mechanics said truck isn't worth the \$4K to fix brakes properly.	
8" Reclaimed water line extension from Eiland to Abbott Square	\$1,650,000
8" Reclaimed water line extension from Eiland/Simons intersection, north along Simons to the north entrance of Abbott Square.	
Continued Lift Station Alarm System Upgrades	\$60,000
This project is to continue to add SCADA (alarm systems) to the Lift Stations so that they can be monitored electronically	
Gravity Sewer Line Rehabilitations	\$750,000
Lining of old sewer lines that have been cracked/broken to get rid of any potential of infiltration of groundwater into the collections system.	
Influent Surge Tank	\$1,500,000
To control and level out the flow rate coming into the WWTP.	
Inventory - Wastewater	\$20,000
All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered.	
Lift Station Generators - FDEM Grant	\$1,300,000
These generators were received through a grant by the Florida Department of Emergency Management for Hurricane Ian. Grant #25G01.They are permanent emergency generators for ten (10) lift stations throughout the city.	
Lift Station Major Rehabilitations	\$550,000
This project is to continue with the rehabilitation / repairs of our lift stations. This will be an on-going project from year to year where we do a total rehab. of approximately 3 lift stations per year.	
One ton 4X4 service vehicle	\$190,000
This vehicle is for an employee to go to lift station maintenance and/or repairs, line installation and/or repairs, etc.Second one will be for new employee.	
Replacement of the bulk Chlorine Tanks and Pumps at the WWTP	\$200,000
Necessary replacement due to ensure the tank integrity as these two very large tanks ar 20 or so years old and pass their typical life span.The pumps are also quite old and repairing them is quite expensive.	
SCADA & PLC Hardware Upgrades	\$25,000
The existing PLC hardware has to be updated to address existing automation and communications issues, when necessary.	

Sewer Manhole Rehabilitations**\$250,000**

This project is to continue with the rehabilitation / repair of our sewer manholes. This will be an ongoing project from year to year.

Total: \$8,610,000

CRA Requests

Itemized Requests for 2025

5th Ave Streetscapes & Zephyr Park/Oakside Neighborhood Improvements**\$500,000**

Install new black street poles and signs, landscape pots, benches and trash receptacles and improvements to retention pond fencing.

CRA District Land Acquisition**\$348,000**

Acquisition of land for future CRA projects as outlined in the CRA Masterplan.

Park and Entrance Signage - Public Art Opportunities**\$150,000**

Continue to provide new logo signs within the CRA District. Continue to look for public art opportunities within the CRA District. Murals, water features, 3-D art to provide additional interest in the downtown area.

Renovation of Clock Plaza**\$750,000**

Complete redesign and construction of Clock Plaza.

Sidewalks and Trails Construction**\$150,000**

Connection of sidewalks and trails within the CRA District. Need to connect existing sidewalks on streets with no sidewalks in order to fill in existing sidewalk gaps.

Total: \$1,898,000

Information Technology Requests

Itemized Requests for 2025

Backup Battery Replacement - PD**\$15,000**

Backup battery replacement for UPS at Police Department - the batteries are due for a replacement cycle.

Total: \$15,000

Library Requests

Itemized Requests for 2025

Library Materials from Reserves	\$10,000
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Purchase books and materials above the budgeted amount from the reserve account.

Purchase New Library Books and Materials	\$26,000
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Purchase of new library materials like regular print books, large print books, DVDs, audiobooks, children's books, etc.

Total: \$36,000

Utility Billing Requests

Itemized Requests for 2025

Re-work the Utility Customer service Area	\$50,000
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As the City has grown, the staff recommends reconfiguring the Utility Customer Service Area. There could be more room for the staff to meet with customers and move supervisors closer to front-line staff. Costs include D&E and construction.

Tyler UB Integration with City Works	\$100,000
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Now that Tyler Utility Billing modules have been implemented, it is now time to work on the Tyler UB work order integration with City Works.

Total: \$150,000

Capital Requests by Fund

ERP Code	General Fund	2025 Capital Costs
01001200-562000	City Hall Improvements	\$100,000
01001900-562000	Building Improvements (Equip Maint)	\$25,000
01001900-564000	Mower Lift	\$15,000
01001900-564000	Wheel Balancing Machine	\$12,000
01002100-562000	Building Improvements (Flooring)	\$60,000
01002100-562000	Conceptual Design Work for Building Interior	\$10,000
01004100-562000	Building Improvements (Streets)	\$25,000
01004100-562000	Resurface Police Department Parking Lot	\$180,000
01007100-566000	New Library Books and Materials	\$26,000
01007200-562000	Building Improvements (Parks)	\$10,000
01007200-563200	Landscaping	\$15,000
01007200-564000	Park Signs with New Logo	\$250,000
01042100-564000	Axon RMS/CAD Annual Maintenance	\$55,611
01147100-566000	New Library Books and Materials	\$10,000
		\$793,611
ERP Code	Special Revenue Fund	2025 Capital Costs
10011200-564000	Admin Vehicle - Suburban	\$65,000
10012100-564000	Backup Batter Replacement - PD	\$15,000
10012100-564000	Building Improvements - Training Room Sound Proofing	\$12,000
10012100-564000	Building Improvements - Furniture and Fixtures	\$30,000
10012100-564000	AXON Fleet3 Basic (New)	\$44,132
10012100-564000	Patrol Vehicle Mobile Radio Equipment	\$45,000
10012100-564000	Patrol Vehicles	\$603,000
10012100-564000	AXON OSP7+ (10-Yr Rewrite)	\$190,609
10012100-564000	AXON Fleet3 Basic (10-Yr Rewrite)	\$44,132
10013800-563000	Stormwater Pump Station Upgrades	\$400,000
10013800-563000	6th Avenue Drainage Improvements	\$475,000
10014100-563111	City Wide Sidewalks	\$1,000,000
10014100-563111	City Wide Trails	\$500,000
10014100-564000	Telehandler/Rough Terrain Forklift	\$250,000
10014100-564000	Dump Truck	\$200,000
10017200-562000	Depot Parking Lot Improvements	\$425,000
10017200-562000	Resurface Fitness Path and Parking Lot at Veteran's Memorial Park	\$95,000
10017200-562000	Historic Building Renovations	\$100,000
10017200-563000	Park Improvements	\$2,000,000
10017200-563000	City Yard Building Design & Construction Documents	\$1,200,000
10017200-564000	Parks 3/4 Ton Truck	\$55,000
10017200-564000	Parks 3/4 Ton Truck	\$55,000
10017200-564000	Turf Mower	\$69,000
10017200-564000	Stand On Blower	\$15,000
10017200-564000	John Deere Field Groomer	\$25,000
10017200-564000	Additional Security Cameras - Krusen Park	\$7,500
10023800-563000	Retention Pond Fencing	\$50,000
10024100-563100	Annual Street Resurfacing - Gas Tax	\$900,000
10024100-564000	Sign Printer Cutting Table/Roller	\$25,000
10024100-564000	Traffic Sign Printer	\$50,000
10027200-564000	Utility Vehicle	\$42,000
10027200-564000	24ft Lawn Trailer	\$16,000
10027200-564000	Zero - Turn Mower (2)	\$30,000

10057200-563000	City Wide Park Improvements	\$1,760,000
10064100-563000	South Avenue Extension	\$1,486,128
10067200-563000	Zephyr Park Improvements	\$550,000
		\$12,829,501
ERP Code	CRA Fund	2025 Capital Costs
11005900-562000	Commercial and Residential Land Purchase (Other)	\$348,000
11005900-563000	5th Ave Streetscapes & Zephyr Park/Oakside Neighborhood Impro	\$500,000
11005900-563000	Renovation of Clock Plaza	\$750,000
11005900-563111	Sidewalks and Trails Continuation of D&E Construction Services	\$150,000
11005900-564000	Park and Entrance Signage - Public Art Opportunities	\$150,000
		\$1,898,000
ERP Code	Impact Fee Fund	2025 Capital Costs
12014100-563000	Gateway Project	\$500,000
12014100-563000	Kossick/Otis Allen Intersection Improvements	\$200,000
12014100-563000	Pretty Pond Road and Wire Road Roundabout	\$1,000,000
12014100-563000	Hot Spot - Intersection Improvements	\$2,000,000
12037200-563000	City Wide Park Improvements	\$500,000
12042100-564000	Pole Cameras	\$20,000
12042100-564000	Modular Video Surveillance Equipment	\$25,000
12042100-564000	Solar Speed Signs	\$15,000
12042100-564000	Drone	\$20,000
12042100-564000	Interview Rooms A/V Equipment	\$20,000
		\$4,300,000
ERP Code	Utility Fund	2025 Capital Costs
41003000-564000	New Director Vehicle	\$55,000
41001300-562000	Re-work the Utility Customer service Area	\$50,000
41001300-564000	Tyler UB Integration with City Works	\$100,000
41003300-562000	City Yard Building Design & Construction Documents	\$600,000
41003300-563000	Backflow replacement program (Other)	\$150,000
41003300-563000	Drinking Water Well Rehabilitation	\$100,000
41003300-563000	SCADA System Maintenance and/or Upgrades	\$30,000
41003300-563000	Palm Grove Dr. from Autumn Palm to Hwy301	\$1,066,000
41003300-563000	Alston to Tucker Water Line Extension	\$1,205,000
41003300-564000	New Vehicle for additional meter reader position	\$70,000
41003300-564000	New Service Vehicle	\$180,000
41003300-564000	New 1-Ton Utility Truck to replace aging truck (18)	\$90,000
41003300-564000	New 3/4 ton Pick-Up Truck to replace aging truck (40)	\$70,000
41003300-565900	Inventory - Water (Equipment)	\$500,000
41003500-562000	Replacement of the bulk Chlorine Tanks and Pumps at the WWTP	\$200,000
41003500-563000	SCADA & PLC Hardware Upgrades	\$25,000
41003500-563000	Gravity Sewer line rehabilitation	\$750,000
41003500-563000	Manhole Rehabilitation	\$250,000
41003500-563000	Lift Station Major Rehab	\$550,000
41003500-563000	Continued Lift Station Alarm System Upgrades	\$60,000
41003500-563000	Influent Surge Tank	\$1,500,000
41003500-563000	12" Reclaim Water line along Eiland Blvd. from Dairy Rd to Simons.	\$2,000,000
41003500-563000	8" Reclaimed water line extension from Eiland to Abbott Square	\$1,650,000
41003500-564000	1/2 Ton Pick Up	\$50,000
41003500-564000	3/4 Ton Pick Up	\$65,000
41003500-564000	1 Ton 4x4 Service Vehicle	\$190,000
41003500-564000	Lift Station Generators - FDEM Grant	\$1,300,000
41003500-565900	Inventory - Wastewater	\$20,000
		\$12,821,000

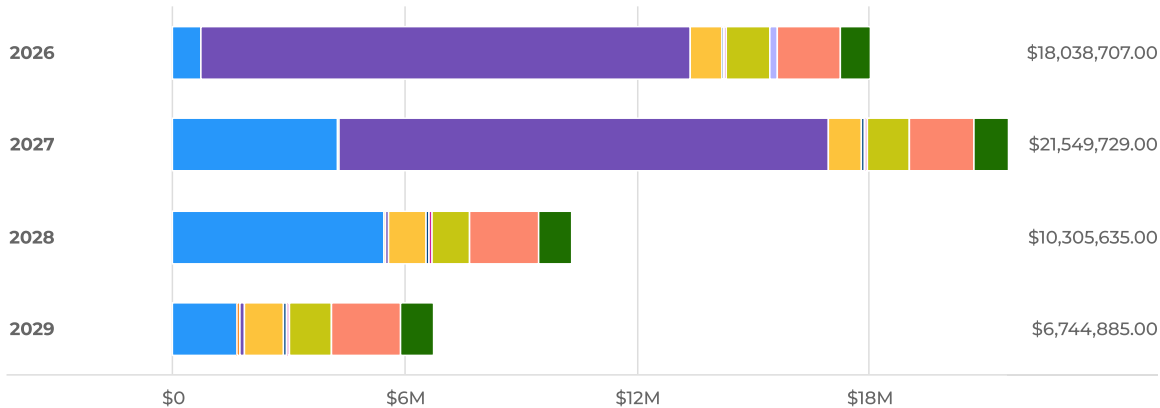
ERP Code	Airport Fund	2025 Capital Costs
42004200-563000	Wetland Mitigation, SWFWMD Requirement.	\$40,000
42004200-563000	Tenant Box Hangars and Taxiway Construction	\$6,450,000
42004200-563000	Airfield Pavement rehabilitation.	\$1,000,000
42004200-563000	Runway 01/19 Pavement rehabilitation.	\$4,200,000
42004200-563000	FBO Terminal Construction	\$5,000,000
42004200-565900	Fuel Inventory for Resale (Other)	\$1,045,000
		\$17,735,000
ERP Code	Sanitation Fund	2025 Capital Costs
43003400-562000	Building Improvements (Sanitation)	\$20,000
43003400-562000	City Yard Building Design & Construction Documents	\$200,000
43003400-564000	18 Gallon Recycling Bins	\$25,000
43003400-564000	Sanitation Side Loader Truck	\$300,000
43003400-564000	Sanitation Truck Arm Assembly	\$65,000
43003400-564000	Front Load Sanitation Truck - New	\$400,000
43003400-564000	Curotto Can Assembly	\$30,000
43003400-564000	Hydraulic Cylinders	\$15,000
43003400-564000	Truck A/C Unit	\$10,000
43003400-564000	Truck Cab Cover	\$5,500
43003400-564000	18Ft Trailer	\$10,000
43003400-564090	Roll Off Dumpsters	\$30,000
		\$1,110,500

Capital Improvement Plan

Total Capital Requested
\$56,638,956

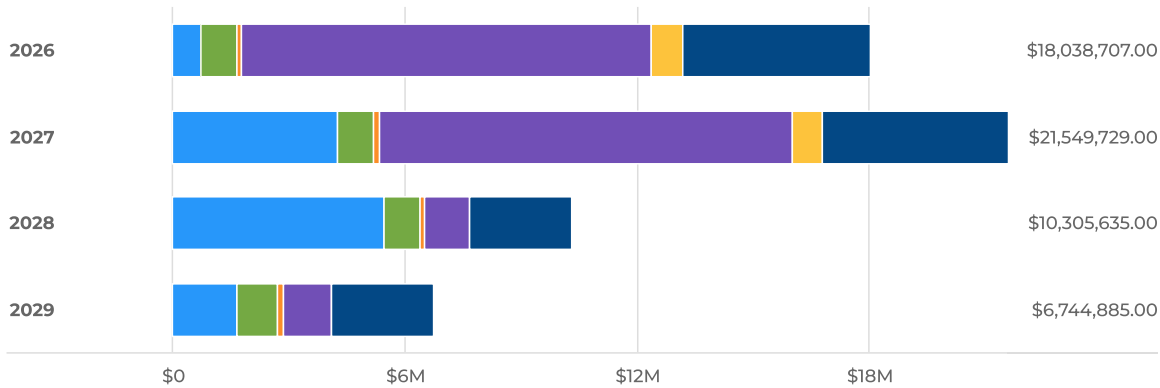
119 Capital Improvement Projects

Total Funding Requested by Department



- Airport
- Library
- Police
- Sanitation
- Streets
- Wastewater
- Human Resources
- Parks & Facilities Maintenance
- Police Dispatch
- Stormwater Management
- Utility Billing
- Water Department

Total Funding Requested by Source



- Airport Fund
- General Fund
- Sanitation Fund
- Gas Tax
- Penny 4 Pasco
- Utility Fund

Airport Requests

Itemized Requests for 2026-2029

6th avenue north realignment	\$550,000
Realignment of 6th avenue north.	
6th avenue realignment	\$4,950,000
Realignment of 6th avenue	
Airfield finish mower	\$18,000
Replace the 10-year kubota mower.	
Airport Master Plan update	\$500,000
Airport Masterplan update	
Design and construct two-10 unit t-hangars	\$3,700,000
Construct two 10 unit t-hangars.	
Realignment of South avenue phase I	\$1,500,000
Realignment of South avenue for t-hangar development	
Realignment of South avenue, phase I	\$150,000
Realignment of South avenue, phase I	
T-hangar rehabilitation	\$700,000
Seal remaining t-hangar roofs.	
Total: \$12,068,000	

Streets Requests

Itemized Requests for 2026-2029

Annual Street Resurfacing	\$3,700,000
Annual Street Resurfacing - city wide.	
City Wide Sidewalks	\$600,000
City wide sidewalks. To continue adding sidewalks based on the sidewalk master plan. Also to add missing connections to sidewalks.	
Total: \$4,300,000	

Parks & Facilities Maintenance Requests

Itemized Requests for 2026-2029

City Yard Building Construction	\$15,000,000
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The existing facility was constructed in 1984 - the facilities are antiquated and more space and modernization is needed.

Historic Building Renovations	\$400,000
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Renovations, repairs and improvements to city owned historic buildings.

Landscaping	\$60,000
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Landscaping in various areas around the City.

Zephyr Park	\$10,000,000
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Construction is to begin on implementing the Zephyr Park Master Plan.

Total: \$25,460,000

Sanitation Requests

Itemized Requests for 2026-2029

Roll Off Dumpsters	\$120,000
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Purchase of new roll off dumpsters to replace around the city. These dumpsters are the larger sizes, 20 YD and 30 YD.

Total: \$120,000

Utility Billing Requests

Itemized Requests for 2026-2029

Re-work the Utility Customer service Area	\$200,000
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As the City has grown, the staff recommends reconfiguring the Utility Customer Service Area. There could be more room for the staff to meet with customers and move supervisors closer to front-line staff. Costs include D&E and construction.

Total: \$200,000

Police Requests

Itemized Requests for 2026-2029

AXON Fleet3 Basic (10-Yr Rewrite)	\$176,528
Recurring contract #41-23-22.1: (28) In-car camera systems and evidence storage.	
AXON Fleet3 Basic (New)	\$176,528
A total of 21 in-car camera systems and evidence storage. (5) new(16) ongoing replacements - (6) 2021; (6) 2020; (4) 2019	
AXON OSP7+ (10-Yr Rewrite)	\$905,935
Recurring contract #25-23-02:(48) OSP7+ Plans include equipment and evidence storage.	
Patrol Vehicles	\$2,394,292
(9) Patrol Vehicles: (1) K-9; (4) CID; (4) PatrolPricing includes striping/equipment/lights & accessories/in-car printersProjections: (7) replacement vehicles annually @ ~\$67,000/each plus a 10% a-year increase.	
Total: \$3,653,283	

Wastewater Requests

Itemized Requests for 2026-2029

Gravity Sewer Line Rehabilitations	\$3,400,000
Lining of old sewer lines that have been cracked/broken to get rid of any potential of infiltration of groundwater into the collections system.	
Inventory - Wastewater	\$80,000
All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered.	
Lift Station Major Rehabilitations	\$2,350,000
This project is to continue with the rehabilitation / repairs of our lift stations. This will be an on-going project from year to year where we do a total rehab. of approximately 3 lift stations per year.	
Sewer Manhole Rehabilitations	\$1,000,000
This project is to continue with the rehabilitation / repair of our sewer manholes. This will be an ongoing project from year to year.	
Total: \$6,830,000	

Water Department Requests

Itemized Requests for 2026-2029

Backflow Replacement

\$700,000

Change out all Dual Check Valves throughout the City with new trackable models. This is in accordance with FDEP rule 62-555.360-2 which states that Dual Check Valves (DuC's) "shall be refurbished or replaced at least once every 5 to 10 years...

Drinking Water Well Rehabilitation

\$540,000

This project includes the pulling & rewinding of the motor, inspection of the (pump/drop pipe/shafts & bearings), etc.

Inventory - Water

\$2,000,000

All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered. Purchase of meters, pipes, tubing, fittings, valves and other...

SCADA System Maintenance and/or Upgrades

\$120,000

This project will be to purchase emergency back-up cards for our wells, the booster pumping station site, and the interconnect site. Also, for upgrades to antennas that are necessary for radio frequency communication. To include potential...

Total: \$3,360,000

Police Dispatch Requests

Itemized Requests for 2026-2029

Dispatch Consolidation: Central Square

\$251,673

Contract #41-23-21: CAD software recurring costs for maintenance and subscription renewal. Required for access to the Pasco County system. Utilize CAD reserves, when/if available.

Total: \$251,673

Library Requests

Itemized Requests for 2026-2029

New Flooring

\$50,000

New flooring (non-carpet) for the library. Top priority, meeting room.

Purchase New Library Books and Materials

\$116,000

Purchase of new library materials like regular print books, large print books, DVDs, audiobooks, children's books, etc.

Total: \$166,000

Human Resources Requests

Itemized Requests for 2026-2029

Salary Study	\$30,000
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Expenditures for Salary Study	
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Total: \$30,000

Stormwater Management Requests

Itemized Requests for 2026-2029

Retention Pond Fencing	\$200,000
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Replace Retention Pond Fencing as needed.	
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Total: \$200,000

CIP by Fund

Funding Source	Project Number	Request Title	FY2026	FY2027	FY2028	FY2029
Airport Fund		Airfield finish mower	\$18,000.00			
		Realignment of South avenue phase I				\$1,500,000.00
		Realignment of South avenue, phase I				\$150,000.00
		Airport Master Plan update			\$500,000.00	
		6th avenue realignment			\$4,950,000.00	
		Design and construct two-10 unit t-hangars		\$3,700,000.00		
		6th avenue north realignment		\$550,000.00		
		T-hangar rehabilitation	\$700,000.00			
Total Airport Fund			\$718,000.00	\$4,250,000.00	\$5,450,000.00	\$1,650,000.00
Gas Tax		Retention Pond Fencing	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
		Annual Street Resurfacing	\$900,000.00	\$900,000.00	\$900,000.00	\$1,000,000.00
Total Gas Tax			\$950,000.00	\$950,000.00	\$950,000.00	\$1,050,000.00
General Fund		Landscaping	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
		Salary Study		\$30,000.00		
		Dispatch Consolidation: Central Square	\$58,391.00	\$61,311.00	\$64,376.00	\$67,595.00
		New Flooring-Library				\$50,000.00
		Purchase New Library Books and Materials	\$28,000.00	\$28,000.00	\$30,000.00	\$30,000.00
Total General Fund			\$101,391.00	\$134,311.00	\$109,376.00	\$162,595.00
Penny 4 Pasco	24P08	Zephyr Park	\$5,000,000.00	\$5,000,000.00		
		Historic Building Renovations	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
	21P07	City Yard Building Construction	\$4,500,000.00	\$4,500,000.00		
	21P11	City Wide Sidewalks	\$200,000.00	\$200,000.00	\$100,000.00	\$100,000.00
		AXON Fleet3 Basic (New)	\$44,132.00	\$44,132.00	\$44,132.00	\$44,132.00
		Patrol Vehicles	\$515,900.00	\$567,490.00	\$624,239.00	\$686,663.00
		AXON OSP7+ (10-Yr Rewrite)	\$205,152.00	\$219,664.00	\$233,756.00	\$247,363.00
		AXON Fleet3 Basic (10-Yr Rewrite)	\$44,132.00	\$44,132.00	\$44,132.00	\$44,132.00
Total Penny 4 Pasco			\$10,634,316.00	\$10,700,418.00	\$1,171,259.00	\$1,222,290.00
Sanitation Fund		Roll Off Dumpsters	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
	21P07	City Yard Building Construction	\$750,000.00	\$750,000.00		
Total Sanitation Fund			\$780,000.00	\$780,000.00	\$30,000.00	\$30,000.00
Utility Fund		Inventory - Wastewater	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
		Inventory - Water	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
	21P07	City Yard Building Construction	\$2,250,000.00	\$2,250,000.00		
		Re-work the Utility Customer service Area	\$200,000.00			
		Gravity Sewer Line Rehabilitations	\$800,000.00	\$800,000.00	\$900,000.00	\$900,000.00
		Sewer Manhole Rehabilitations	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
		Lift Station Major Rehabilitations	\$550,000.00	\$600,000.00	\$600,000.00	\$600,000.00
		SCADA System Maintenance and/or Upgrades	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
		Backflow Replacement	\$160,000.00	\$170,000.00	\$180,000.00	\$190,000.00
		Drinking Water Well Rehabilitation	\$120,000.00	\$140,000.00	\$140,000.00	\$140,000.00
Total Utility Fund			\$4,880,000.00	\$4,760,000.00	\$2,620,000.00	\$2,630,000.00
Total Funding Sources			\$18,063,707.00	\$21,574,729.00	\$10,330,635.00	\$6,744,885.00

DEBT

Debt Snapshot

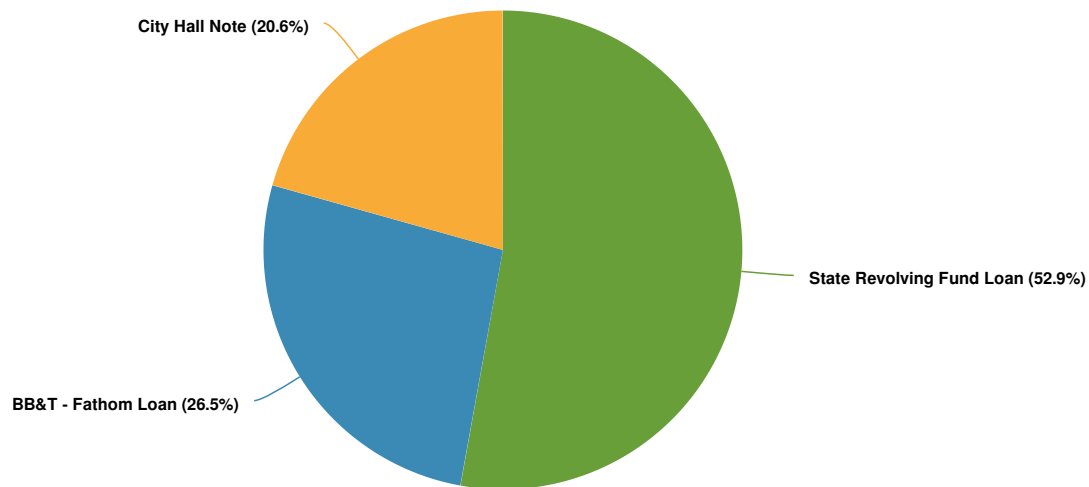
Total budgeted debt service payments decreased by \$25,796 from \$2,885,975 to \$2,860,179. Debt Service includes the annual payments on the state revolving fund loans used to build the wastewater treatment plant which matures in 2028 and 2040, AWT upgrade which matures in 2043, Reclaimed Water Line which matures 2043; the annual payment for the City hall loan which has a final payment in 2032; and the loan on our AMI Metering System/Software, which has a final payment in 2026.



\$2,860,177

-\$25,798 (-0.89% vs. 2024 year)

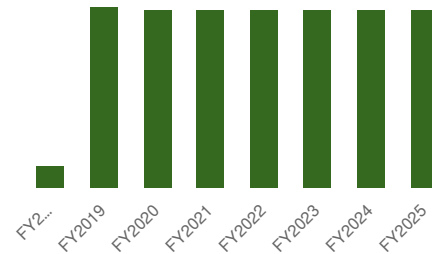
Debt by Type



Financial Summary	FY2024	FY2025	% Change
Debt	—	—	
City Hall Note	\$590,056	\$589,926	0%
BB&T - Fathom Loan	\$758,577	\$758,577	0%
State Revolving Fund Loan	\$1,537,343	\$1,511,675	-1.7%
Total Debt:	\$2,885,975	\$2,860,177	-0.9%

City Hall Note

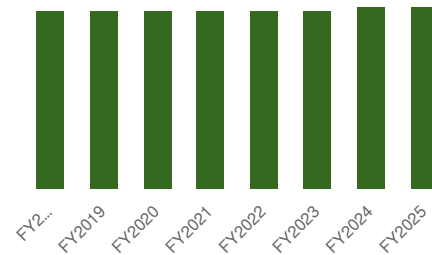
Final payment October 1, 2032.



Financial Summary	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
City Hall Note	—	—	—	—	—	—	—
Principle	\$432,147	\$430,602	\$440,695	\$451,025	\$461,597	\$472,417	\$483,490
Interest	\$170,055	\$159,969	\$149,732	\$139,282	\$128,556	\$117,639	\$106,436
Total City Hall Note:	\$602,202	\$590,571	\$590,427	\$590,306	\$590,152	\$590,056	\$589,926

BB&T - Fathom Loan

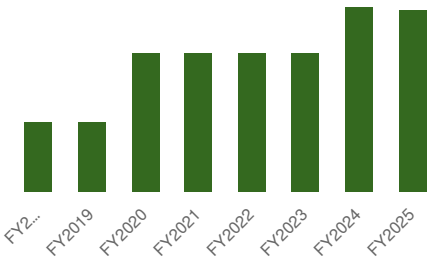
Final payment April 1, 2026.



Financial Summary	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
BB&T - Fathom Loan	—	—	—	—	—	—	—
BB&T - Fathom Loan	\$739,456	\$740,712	\$740,323	\$739,925	\$739,519	\$758,577	\$758,577
Total BB&T - Fathom Loan:	\$739,456	\$740,712	\$740,323	\$739,925	\$739,519	\$758,577	\$758,577

State Revolving Fund Loan

805020 - Final payment August 15, 2028.
 805030 - Final payment August 15, 2028.
 510531 - Final payment August 15, 2039.
 510550 - Final payment February 15, 2043.



Financial Summary	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
State Revolving Fund Loan	—	—	—	—	—	—	—
805020	\$326,590	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179
805030	\$253,041	\$506,081	\$506,081	\$506,081	\$506,081	\$506,081	\$506,081
510531	\$0	\$0	\$0	\$0	\$0	\$315,630	\$315,630
510550	\$0	\$0	\$0	\$0	\$0	\$62,452	\$36,784
Total State Revolving Fund Loan:	\$579,630	\$1,159,261	\$1,159,261	\$1,159,261	\$1,159,261	\$1,537,343	\$1,511,675

BUSINESS ITEMS/PUBLIC HEARING 3.3

Reclaimed Water, Sewer and Potable Water Rates

Second 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, AND RECLAIMED WATER; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1473-24 on the Second Reading

Issue:

Background:

Attachment(s):

- 1. Ordinance 1473-24 Water Rate
- 2. 2023 Water and Sewer Rate Study Raftelis (1)

Fiscal Impact:

Staff Recommendation:

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, AND RECLAIMED WATER; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Zephyrhills has determined that a large portion of the water and sewer infrastructure is reaching an age that requires replacement;

WHEREAS, the City Council of the City of Zephyrhills has determined that to maintain positive revenue flows and keep up with replacement and growth needs, the water and sewer rates shall be adjusted according to Exhibit A in this ordinance;

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Amended Water Utility Rates. The water, sewer, and reclaimed water utility rates as outlined in Section 51.075 of the Code of Ordinances of the City of Zephyrhills shall be replaced for utility bills rendered on or after October 1, 2024, with the rates set forth in Exhibit “A” attached hereto.

The City Manager or designee is hereby authorized to promulgate appropriate City documents to implement the rate adjustment.

Section 3. Repealer. 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. 1473-24 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 9th day of September 2024.

Attest: _____
Richardo Quinones, Deputy City Clerk Kenneth M Burgess, Council President

The foregoing Ordinance No. 1473-24 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 23rd day of September 2024.

Attest: _____
Richardo Quinones, Deputy City Clerk Kenneth M Burgess, Council President

The foregoing Ordinance No. 1473-24 was approved by me on this 23rd day of September 2024.

Melonie Bahr Monson, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

EXHIBIT A

POTABLE WATER UTILITY RATE SCHEDULE

Effective October 1, 2024, the rates and charges for water service for all customers with available service from the City are set forth herein. Rates shown reflect service for customers located inside the City limits. An additional 25% surcharge applies to water customers located outside the City limits.

I. BASE CHARGE

The Base Charge for each water bill rendered shall be billed monthly as follows:
Single Family Residential, Individually Metered
Irrigation & Commercial

Meter Size	10/1/2021	10/1/2024	% Increase
3/4"	\$5.70	\$5.87	3.0%
1"	\$14.25	\$14.68	3.0%
1.5"	\$28.50	\$29.36	3.0%
2"	\$45.60	\$46.97	3.0%
3"	\$91.20	\$93.94	3.0%
4"	\$142.50	\$146.78	3.0%
6"	\$285.00	\$293.55	3.0%
Master Meter Multi Family			
Mobile Home	\$4.28	\$4.41	3.0%
RV Park (Per Unit)	\$2.85	\$2.94	3.2%

II. USAGE CHARGE (Per 1,000 Gallons)

The Usage Charge shall be billed monthly per thousand (1,000) gallons of metered water use or any increment therein as follows:

Single Family Residential:	10/1/2021	10/1/2024	% Increase
Block 1 (0-5,000 gallons)	\$2.55	\$2.63	3.1%
Block 2 (5,001-10,000 gallons)	\$3.85	\$3.97	3.1%
Block 3 (10,001-15,000 gallons)	\$5.49	\$5.65	2.9%
Block 4 (15,001-20,000 gallons)	\$7.92	\$8.16	3.0%
Block 5 (Above 20,000 gallons)	\$10.85	\$11.18	3.0%
Commercial (All Usage)	\$2.88	\$2.97	3.1%
Master Metered Multi-Family, Mobile Home			
Park & RV Park (All Usage)	\$2.55	\$2.63	3.1%

The Usage Charge for potable irrigation shall be billed monthly per thousand (1,000) gallons of metered water use as follows:

Potable Irrigation

First Tier			
Meter Size	10/1/2021	10/1/2024	% Increase
3/4" 0 - 15,000 gallons	\$5.49	\$5.66	3.1%
1" 0 - 37,500 gallons	\$5.49	\$5.66	3.1%
1.5" 0 - 75,000 gallons	\$5.49	\$5.66	3.1%
2" 0 - 120,000 gallons	\$5.49	\$5.66	3.1%
3" 0 - 240,000 gallons	\$5.49	\$5.66	3.1%
4" 0 - 375,000 gallons	\$5.49	\$5.66	3.1%
6" 0 - 750,000 gallons	\$5.49	\$5.66	3.1%

Second Tier			
Meter Size	10/1/2021	10/1/2024	% Increase
3/4" 15,001 - 20,000 gallons	\$7.92	\$8.16	3.0%
1" 37,501 - 50,000 gallons	\$7.92	\$8.16	3.0%
1.5" 75,001 - 100,000 gallons	\$7.92	\$8.16	3.0%
2" 120,000 - 160,000 gallons	\$7.92	\$8.16	3.0%
3" 240,000 - 230,000 gallons	\$7.92	\$8.16	3.0%
4" 375,000 - 500,000 gallons	\$7.92	\$8.16	3.0%
6" 750,000 - 1,000,000 gallons	\$7.92	\$8.16	3.0%

Third Tier			
Meter Size	10/1/2021	10/1/2024	% Increase
3/4" Above 20,000 gallons	\$10.85	\$11.18	3.0%
1" Above 50,000 gallons	\$10.85	\$11.18	3.0%
1.5" Above 100,000 gallons	\$10.85	\$11.18	3.0%
2" Above 160,000 gallons	\$10.85	\$11.18	3.0%
3" Above 230,000 gallons	\$10.85	\$11.18	3.0%
4" Above 500,000 gallons	\$10.85	\$11.18	3.0%
6" Above 1,000,000 gallons	\$10.85	\$11.18	3.0%

RECLAIMED WATER UTILITY RATE SCHEDULE

October 1, 2024, the rates and charges for reclaimed water service for all customers with available service from the City are set forth herein. Rates shown reflect service for customers located inside the City limits. An additional 25% surcharge applies to reclaimed water customers located outside the City limits.

I. USAGE CHARGE (Per 1,000 Gallons)

The Usage Charge shall be billed monthly per thousand (1,000) gallons of metered water use or any increment therein as follows:

	10/1/2021	10/1/2024	
All Usage > 1 Acre	0.18 \$	0.19	5.6%
All Usage < 1 Acre	0.35 \$	0.36	2.9%

SEWER UTILITY RATE SCHEDULE

October 1, 2024, the rates and charges for sewer service for all customers with available service from the City are set forth herein. Rates shown reflect service for customers located inside the City limits. An additional 25% surcharge applies to customers located outside the City limits.

I. BASE CHARGE

The Base Charge for each sewer bill rendered shall be billed monthly as follows:

Meter Size	10/1/2021	10/1/2024	% Increase
3/4"	\$22.06	\$22.72	3.0%
1"	\$55.17	\$56.83	3.0%
1.5"	\$110.35	\$113.66	3.0%
2"	\$176.55	\$181.85	3.0%
3"	\$353.11	\$363.70	3.0%
4"	\$551.72	\$568.27	3.0%
6"	\$1,103.45	\$1,136.55	3.0%

II. USAGE CHARGE (Per 1,000 Gallons)

The Usage Charge shall be billed monthly per thousand (1,000) gallons based on 100 percent of the metered water use as follows:

	10/1/2021	10/1/2024	% Increase
All Customers	\$6.81	\$7.01	2.9%

CITY OF
ZEPHYRHILLS

2023 Utility Revenue Sufficiency Study

August 8, 2023



August 8, 2023

Mr. John Bostic
Utilities Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Subject: 2023 Utility Revenue Sufficiency Study

Dear Mr. Bostic,

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to provide this 2023 Utility Revenue Sufficiency Study Report (Report) for the City of Zephyrhills (City) to address the revenue sufficiency needs of the utility system over the next six years. We have summarized the results of our analysis in this Report for your consideration. This Report provides a forecast for the period of October 1, 2022 through September 30, 2028.

In our analysis, we have relied upon certain information and data compiled by the City including, but not limited to capital improvement programs, annual Financial Statements; the budgets; periodic reports; customer data; financing documents; and other information and data provided by the City. To the extent we have performed our analyses using the data and information obtained from the City and others in the preparation of this report, we have relied upon such information to be accurate and no assurances are intended and no representation or warranties are made with respect thereto or the use made herein.

Following this letter is an executive summary and report outlining the assumptions and considerations used in developing the utility system financial projections and our observations regarding future rate levels.

It has been a pleasure working with you, and we thank you and City staff for the support provided during the course of this study.

Sincerely,

A handwritten signature in blue ink that reads 'Tony Hairston'.

Tony Hairston
Vice President

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Executive Summary

Introduction

The City of Zephyrhills (City) provides a full range of utility services, including potable water and sewer service to properties located within the City limits and certain unincorporated areas in Pasco County. As of Fiscal Year (FY) 2022, utility service was provided to approximately 12,900 water customers and 9,300 sewer customers throughout the City's service area. The City's utility system is established as a utility Enterprise Fund where the user fees and charges established for water and sewer services must generate the necessary revenues to recover the full cost of providing service. The primary source of user fee revenue for the Enterprise Fund is earned from the monthly user rates, therefore it is prudent to review these rate levels periodically to ensure that revenues are sufficient to meet future expenditure needs.

The City retained Raftelis Financial Consultants, Inc. (Raftelis) to conduct a utility revenue sufficiency study to ensure water and sewer rate sustainability and equity for the next six-year period. The major components of this study include:

1. Ensure the utility system recovers its operation and maintenance costs;
2. Ensure the utility system can fund the existing and proposed debt service;
3. Ensure sufficient funding for capital improvement projects;
4. Identify any rate adjustments needed to support the water and sewer systems; and
5. Maintain adequate utility operating reserves and exceed minimum debt service coverage requirements.

The remainder of the executive summary provides an overview of the study and includes our findings for the City.

Capital Improvement Funding

During the fiscal year ending September 30, 2023 through September 30, 2028 (Forecast Period), the City's capital improvement program (CIP) contains over \$53 million of capital expenditures. There are several large projects in the CIP including water main extensions, new wells, construction of a new building for the water department, major lift station and force main improvements, water quality improvements, and other capital improvements. Planned funding sources for the CIP include existing reserves, capacity fees, grants, and the issuance of new debt. The following table summarizes the projected funding sources for the City's CIP during the Forecast Period.

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Table ES- 1: Projected Six-Year CIP Funding Sources

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Water Revenues	\$1,213,000	\$927,000	\$1,108,700	\$973,900	\$1,164,600	\$1,250,700	\$6,637,900
Sewer Revenues	1,295,000	1,488,500	1,499,300	1,347,200	1,386,500	1,421,200	8,437,700
Utility Operating Reserves	1,450,000	154,500	316,700	0	0	284,200	2,205,400
Capacity Fees	5,100,000	257,500	2,111,500	0	0	0	7,469,000
Water SRF Debt	0	5,459,000	0	0	0	0	5,459,000
Sewer SRF Debt [2]	1,650,000	4,995,500	1,055,800	4,328,600	2,218,400	1,136,900	15,385,200
Grants	8,150,000	1,030,000	1,055,800	0	0	0	10,235,800
Total Funding Sources	\$18,858,000	\$14,312,000	\$7,147,800	\$6,649,700	\$4,769,500	\$4,093,000	\$55,830,000

[1] Full 6-year CIP with project descriptions shown on Exhibit 9.

[2] Sewer SRF debt includes the issuance of two separate loans as detailed in the assumptions below.

Utility Revenue Sufficiency

Utility cash revenue requirements is the term that defines the various components of cost associated with operating and maintaining a utility system. The sum of these cost components, less other income and miscellaneous utility revenues, represents the net revenue requirements to be funded from the utility rates. The revenues generated from the monthly user rates and the revenue requirements are presented in detail in the body of the report. The tables and discussion below are provided to illustrate the overall revenue sufficiency of the adopted user rates.

Table ES- 2: Water Revenue Sufficiency Forecast at Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Existing Rates [1]	\$4,248,400	\$4,310,700	\$4,372,400	\$4,435,900	\$4,499,400	\$4,565,100
Net Revenue Requirements [2]	4,987,970	4,866,870	5,289,070	5,265,870	5,143,380	5,348,680
Surplus/(Deficiency)	(\$739,570)	(\$556,170)	(\$916,670)	(\$829,970)	(\$643,980)	(\$783,580)

[1] Obtained from Table 7.

[2] Obtained from Table 12.

As shown above, revenues generated by the existing water rates are expected to not be sufficient to meet the projected net revenue requirements throughout the Forecast Period. At these rates, the water system is projected to generate a deficiency up to \$900,000 per year. As a result of the deficiencies, water rate adjustments are needed as shown later in this section.

The table below provides the sewer rate revenue deficiency over the next six-year period under the existing rates:

Table ES- 3: Sewer Revenue Sufficiency Forecast at Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Existing Rates [1]	\$7,649,800	\$7,742,400	\$7,835,000	\$7,927,700	\$8,020,200	\$8,118,000
Net Revenue Requirements [2]	7,814,633	7,756,148	7,729,448	8,217,148	8,096,224	8,801,424
Surplus/(Deficiency)	(\$164,833)	(\$13,748)	\$105,552	(\$289,448)	(\$76,024)	(\$683,424)

[1] Obtained from Table 8.

[2] Obtained from Table 13.

The sewer system is also forecast to be deficient for the majority of the Forecast Period. The annual deficiency significantly increases in FY 2028 due to the increased annual debt service requirements associated with the proposed Clean Water SRF Loans, as discussed further in the body of this report. Due to the projected deficiencies expected, inflationary sewer rate adjustments are needed as shown in Table ES- 4 below.

Sufficiency of Projected Utility Rate Revenues

As previously discussed, the existing rates are projected to not be sufficient to support the net revenue requirements forecast. Additionally, if these rates are not sufficient to support the net revenue requirements, then the fund balances and funding available to complete the CIP will not be sufficient. Based on conversations with staff, consumer price index (CPI) level adjustments are being considered for the monthly water and sewer rates over the Forecast Period. The table below illustrates these rate adjustments:

Table ES- 4: Annual Rate Adjustments

Fiscal Year	Water [1]	Sewer [1]
2023	0.0%	0.0%
2024	3.0%	3.0%
2025	2.5%	2.5%
2026	2.5%	2.5%
2027	2.5%	2.5%
2028	2.5%	2.5%

[1] Overall rate revenues to increase by percentages shown above.

Assuming the rate adjustments as shown on Table ES- 4 are implemented beginning October 1, 2023, and then each ensuing October 1, the following tables provide an illustration of the projected revenue sufficiency for each of the utility systems during the Forecast Period.

Table ES- 5: Water Revenue Sufficiency Forecast under Projected Rate Adjustments

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Projected Rates	\$4,248,400	\$4,440,000	\$4,616,200	\$4,800,300	\$4,990,700	\$5,190,200
Net Revenue Requirements	4,987,970	4,866,870	5,289,070	5,265,870	5,143,380	5,348,680
Surplus/(Deficiency)	(\$739,570)	(\$426,870)	(\$672,870)	(\$465,570)	(\$152,680)	(\$158,480)

[1] The detailed projected revenue sufficiency for the water system over the Forecast Period can be found in Exhibit 10.

Table ES- 6: Sewer Revenue Sufficiency Forecast under Projected Rate Adjustments

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Projected Rates	\$7,649,800	\$7,974,700	\$8,271,900	\$8,578,900	\$8,896,000	\$9,229,600
Net Revenue Requirements	7,814,633	7,756,148	7,729,448	8,217,148	8,096,224	8,801,424
Surplus/(Deficiency)	(\$164,833)	\$218,552	\$542,452	\$361,752	\$799,776	\$428,176

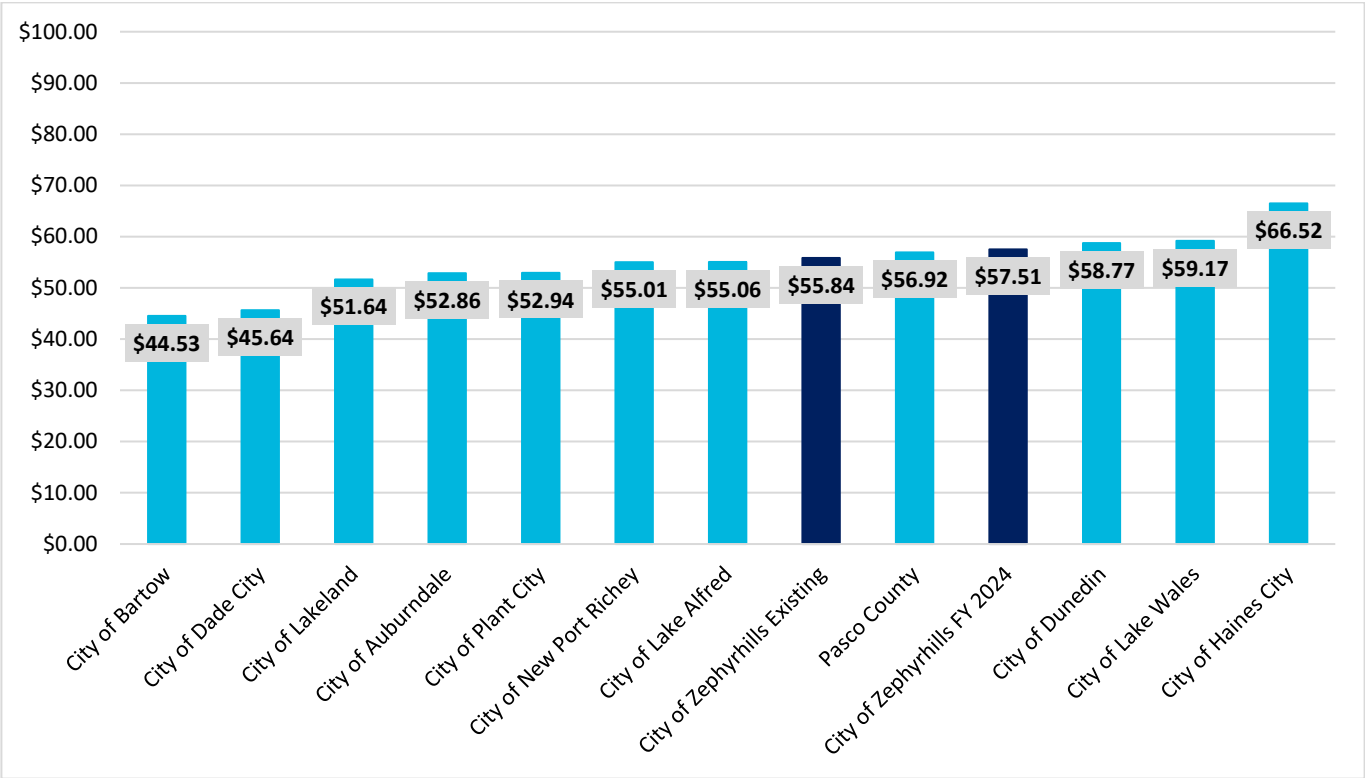
[1] The detailed projected revenue sufficiency for the sewer system over the Forecast Period can be found in Exhibit 11.

Comparison to Other Utility Providers

The figure below provides an illustration of the City's existing and proposed FY 2024 water and sewer bill at 3,000 gallons compared to that of other neighboring utilities. Since the inside City 3/4-inch single family residential customer class represents a majority of the City's customer base, the comparison below will focus on this class. As shown below, a single family residential customer using 3,000 gallons will see an increase in their combined water

and sewer monthly bill of \$1.67 from \$55.84 to \$57.51. The City’s combined bills are slightly higher than the average bill (\$54.46) of the other neighboring utilities surveyed.

**Figure ES- 1: 3/4-Inch Inside City Single Family Residential Water & Sewer Rate Comparison
(3,000 Gallons)**



Findings and Conclusions

As set forth herein, our findings and conclusions are summarized below:

1. The CPI-level adjustments to the monthly water and sewer rates over the Forecast Period should provide the City with adequate funding for the operating expenses, debt service, and planned capital improvements while maintaining adequate reserves during this period.
2. The projected rate adjustments, identified on Table ES- 4, are designed to fund approximately \$53.6 million in capital projects through FY 2028. Significant projects include water main extensions, new wells, construction of a new building for the water department, major lift station and force main improvements, water quality improvements, and other capital improvements.
3. Under the proposed FY 2024 rates, the combined water and sewer bill for a single family residential customer using 3,000 gallons a month is slightly higher than the average bill of the other nearby utilities surveyed.
4. The City should consider reviewing its utility rates and adequacy during or before Fiscal Year 2026 to verify that the projected CPI-level rate adjustments will be sufficient through the next five-year period.

Section 1. Introduction

Background

The City of Zephyrhills (City) provides water and sewer service to properties located within the City limits and certain unincorporated areas in Pasco County. As of Fiscal Year (FY) 2022, utility service was provided to approximately 12,900 water customers and 9,300 sewer customers throughout the City's service area. The City accounts for its utility operations through an Enterprise Fund where the revenues, expenditures, and other financial information are maintained as a separate business enterprise supported by the user rates and fees charged for utility services.

Scope of Services

In an effort to ensure adequate funding for utility operations and capital improvements necessary to continue the provision of adequate service to existing customers and meet the requirements of growth, regulatory requirements, and utility system replacement and upgrades, the City has engaged Raftelis Financial Consultants, Inc. (Raftelis) to perform a utility revenue sufficiency study (Study). The utility revenue sufficiency study will include an evaluation of revenue sufficiency by service based on an allocation of costs among each service. Costs include operating expenses, utility debt service, and the funding of future capital improvements including the renewal and replacement of existing assets. This report utilizes a model built by Raftelis which includes a financial forecast that includes the capability to model specific utility rate adjustments to achieve the City's financial objectives through Fiscal Year 2028.

Summary of Report

In addition to Section 1, this report is subdivided into two (2) other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2: Customer, Sales, and Revenues from Existing Rates – This section summarizes the historical and projected water and sewer customers and sales. Projections are primarily based on recent historical trends and expected future sales with a conservative outlook. Also included are the revenue forecasts at existing user rates.

Section 3: Utility Revenue Sufficiency – This section summarizes the City Utility Fund's forecast of revenue requirements, which serves as the basis for the revenue sufficiency analysis. Included in this section is a discussion of the assumptions utilized in the forecast of utility operating expenditures, debt service, other operating revenues, capital improvement needs and reserve fund balances. In addition, this section provides a comparison of rates to other nearby utility providers.

Acknowledgements

This report was prepared with the cooperation and assistance of City staff. Raftelis would like to thank the following individuals in particular for their valuable assistance during the course of the study: Mr. John Bostic, Utilities Director, Mr. Ted Beason, Finance Director, and the rest of City staff that provided support during this project.

Section 2. Customer, Sales, and Revenues from Existing Rates

General

A major component to determine sustained revenue sufficiency for utility service is the development of a forecast of customers and sales. The City provided historical customer billing statistics which will serve as the basis for the recent historical trends and as the forecast of customers through FY 2028.

Historical Water Customer Statistics

The City provided detailed customer billing data for the 12 consecutive months ending February 28, 2022. The information contained in the detailed customer billing data included the account number, service address, service location (i.e., inside City, outside City), service type (i.e., water, sewer), customer type, meter size, number of dwelling units, the metered monthly usage, and the corresponding billed amount. A billing frequency analysis was performed on the customer billing data to substantiate the number of accounts, units, and the corresponding usage characteristics for each customer classification. To verify the results of the bill frequency analysis, revenues were first calculated based on the resulting customer data findings and the existing monthly user rates. This information was then compared to the revenues shown in the billing data itself. The calculated revenues from the bill frequency analysis were within 1% different from the revenues within the billing data. This revenue test validates the customer and characteristics of the data.

A review of the water customer data from the bill frequency analysis indicates that the City provides service to four distinctive customer groups as shown below:

- Single Family Residential;
- Master Metered Residential;
- Commercial; and
- Irrigation.

The following table provides a summary of the bill frequency analysis, including the number of customer accounts, units, annual metered consumption, and the average monthly consumption by customer group. The table also separates the customers by location.

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Table 1: FY 2022 Water Customer Statistics

Description [1]	Inside City	Outside City	Total
Single Family Residential			
Customer Accounts	7,147	2,902	10,049
Units/ERUs [2]	7,177	2,910	10,087
Annual Metered Gallons (1,000s)	253,332	99,984	353,316
Average Monthly Use (gallons)	2,900	2,900	2,900
Master Metered Residential			
Customer Accounts	41	18	59
Units/ERUs [2]	1,787	498	2,285
Annual Metered Gallons (1,000s)	62,399	12,620	75,019
Average Monthly Use (gallons)	2,900	2,100	2,700
Commercial			
Customer Accounts	811	61	872
Units/ERUs [2]	2,002	159	2,161
Annual Metered Gallons (1,000s)	248,338	11,433	259,771
Average Monthly Use (gallons)	10,300	6,000	10,000
Irrigation			
Customer Accounts	1,737	158	1,895
Units/ERUs [2]	2,178	180	2,358
Annual Metered Gallons (1,000s)	131,857	3,268	135,125
Average Monthly Use (gallons)	5,000	1,500	4,800
Total			
Customer Accounts	9,736	3,139	12,875
Units/ERUs [2]	13,144	3,747	16,891
Annual Metered Gallons (1,000s)	695,926	127,305	823,231
Average Monthly Use (gallons)	4,400	2,800	4,100

[1] Based on detailed customer billing data for the 12 consecutive months ending February 28, 2022.

[2] Amounts represent dwelling units for master metered residential customers and 3/4-inch meter equivalents for all other customers.

As shown on the table above, the City served over 12,800 customer accounts during FY 2022 with an average monthly consumption of 4,100 gallons per unit/equivalent residential unit (ERU). The single family residential class, which represents the largest number of customer accounts for the water system, had an average monthly consumption of just under 3,000 gallons. Commercial customers used significantly more than the other customer classes within the water system, with an average monthly use per ERU of 10,000 gallons.

In addition to the review of historical customer statistics, the existing water rates were applied to these customer statistics in order to calculate historical water revenue by customer class. The table below distinguishes between the monthly base charges and the volumetric portion of water revenues. The revenues derived from the base charges comprise approximately 29% of total water system revenues. The remaining 71% of water revenues are derived from metered usage which can vary month to month due to a variety of circumstances including seasonal demand, weather, economic conditions, and other factors. The City's largest customer class, single family residential, generated approximately \$1.8 million in annual water revenues during the period analyzed which is approximately 44% of the total water system rate revenues.

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Table 2: FY 2022 Water Rate Revenues

Description	Inside City	Outside City	Total
Single Family Residential			
Base Charges	\$490,900	\$249,000	\$739,900
Volumetric Charges	709,600	368,300	1,077,900
Total Charges	\$1,200,500	\$617,300	\$1,817,800
Master Metered Residential			
Base Charges	\$91,800	\$32,000	\$123,800
Volumetric Charges	159,100	40,300	199,400
Total Charges	\$250,900	\$72,300	\$323,200
Commercial			
Base Charges	\$136,900	\$13,600	\$150,500
Volumetric Charges	715,200	41,200	756,400
Total Charges	\$852,100	\$54,800	\$906,900
Irrigation			
Base Charges	\$149,000	\$15,400	\$164,400
Volumetric Charges	895,200	24,200	919,400
Total Charges	\$1,044,200	\$39,600	\$1,083,800
Total			
Base Charges	\$868,600	\$310,000	\$1,178,600
Volumetric Charges	2,479,100	474,000	2,953,100
Total Charges	\$3,347,700	\$784,000	\$4,131,700

Note: Based on detailed customer billing data for the 12 consecutive months ending February 28, 2022.

Historical Sewer Customer Statistics

For the sewer system, detailed customer billing data for the 12 consecutive months ending February 28, 2022 was also relied on to establish the foundation of customers and average consumption characteristics. Based on the results of the billing frequency analysis, the following customer groups were identified as the City's sewer customers:

- Single Family Residential;
- Master Metered Residential;
- RV Park; and
- Commercial.

The table below provides the number of customers, units/ERUs, consumption, and the average monthly consumption by customer group for the period analyzed.

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Table 3: FY 2022 Sewer Customer Statistics

Description [1]	Inside City	Outside City	Total
Single Family Residential			
Customer Accounts	6,991	1,450	8,441
Units/ERUs [2]	6,999	1,454	8,453
Annual Metered Gallons (1,000s)	246,574	39,877	286,451
Average Monthly Use (gallons)	2,900	2,300	2,800
Master Metered Residential			
Customer Accounts	40	3	43
Units/ERUs [2]	1,964	95	2,059
Annual Metered Gallons (1,000s)	71,352	1,580	72,932
Average Monthly Use (gallons)	3,000	1,400	3,000
RV Park			
Customer Accounts	N/A	1	1
Units/ERUs [2]	N/A	358	358
Annual Metered Gallons (1,000s)	N/A	8,560	8,560
Average Monthly Use (gallons)	N/A	2,000	2,000
Commercial			
Customer Accounts	754	20	774
Units/ERUs [2]	1,823	61	1,884
Annual Metered Gallons (1,000s)	222,316	7,086	229,402
Average Monthly Use (gallons)	10,200	9,700	10,100
Total			
Customer Accounts	7,785	1,474	9,259
Units/ERUs [2]	10,786	1,968	12,754
Annual Metered Gallons (1,000s)	540,242	57,103	597,345
Average Monthly Use (gallons)	4,200	2,400	3,900

[1] Based on detailed customer billing data for the 12 consecutive months ending February 28, 2022.

[2] Amounts represent dwelling units for master metered residential customers and 3/4-inch meter equivalents for all other customers.

For the sewer system, the City provided service to approximately 9,300 customer accounts and the average monthly use per unit/ERU for the entire sewer system was 3,900 gallons. The single family residential class, which is also the largest customer class for the sewer system, comprises approximately 91% of the customer accounts, 48% of the annual consumption, and the class averaged 2,800 gallons on a monthly basis during the period analyzed. Master metered residential represented over 40 customers accounts and approximately 2,100 dwelling units. Their average monthly usage during FY 2022 was slightly higher, relative to single family residential, at 3,000 gallons per unit.

The table below provides the revenues that were calculated based on the resulting customer data findings from the billing frequency analysis and the existing sewer rates.

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Table 4: FY 2022 Sewer Rate Revenues

Description	Inside City	Outside City	Total
Single Family Residential			
Base Charges	\$1,852,800	\$481,200	\$2,334,000
Volumetric Charges	1,679,200	339,400	2,018,600
Total Charges	\$3,532,000	\$820,600	\$4,352,600
Master Metered Residential			
Base Charges	\$390,100	\$23,600	\$413,700
Volumetric Charges	485,900	13,400	499,300
Total Charges	\$876,000	\$37,000	\$913,000
RV Park			
Base Charges	N/A	\$59,200	\$59,200
Volumetric Charges	N/A	72,800	72,800
Total Charges	N/A	\$132,000	\$132,000
Commercial			
Base Charges	\$482,600	\$20,200	\$502,800
Volumetric Charges	1,514,000	60,300	1,574,300
Total Charges	\$1,996,600	\$80,500	\$2,077,100
Total			
Base Charges	\$2,725,500	\$584,200	\$3,309,700
Volumetric Charges	3,679,100	485,900	4,165,000
Total Charges	\$6,404,600	\$1,070,100	\$7,474,700

Note: Based on detailed customer billing data for the 12 consecutive months ending February 28, 2022.

As shown on the table above, approximately 44% of total sewer system rate revenues were derived from the monthly fixed base charges. The single family residential customer class generated approximately \$4.4 million in annual revenue during the period analyzed which represents 58% of the total annual sewer system rate revenue. Master metered residential sewer revenue was just under \$1 million, or 12% of the total sewer rate revenue.

Customer and Sales Forecast

The development of a forecast of sales, units/ERUs, and customers is necessary in the evaluation of the adequacy of water and sewer system rate levels. The billing frequency analysis provides historical actual data associated with the number of accounts and units together with the total metered consumption by customer class which will serve as the basis for the forecast of customers through FY 2028.

Pursuant to discussions with staff, reviewing historical growth, and maintaining a conservative approach to forecasting customer growth, an average annual growth rate of 2.2% is assumed for the water system through FY 2028. This growth rate equates to an average of 293 new customer accounts per year. A summary of the forecasted growth in customer accounts, units/ERUs, and total metered consumption for the water system is provided in Table 5 below with more detailed information provided in Exhibit 1.

(Remainder of page intentionally left blank)

Table 5: Water Customer Forecast

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Customer Accounts	13,355	13,605	13,855	14,105	14,365	14,635
Units/ERUs	17,391	17,651	17,911	18,181	18,451	18,731
Annual Metered Consumption (1,000 gallons)	843,050	853,420	863,810	874,550	885,270	896,360
Avg. Monthly Consumption per Unit (gallons)	4,000	4,000	4,000	4,000	4,000	4,000

As shown in the table above, with an average annual increase of 2.2% per year, it is projected that the City will provide water service to over 14,600 customer accounts by FY 2028.

Table 6 below provides a summary of the forecast of customers and sales for the sewer system. Further detail on the sewer customer projections can be found in Exhibit 2 at the end of this report.

Table 6: Sewer Customer Forecast

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Customer Accounts	9,599	9,779	9,959	10,139	10,319	10,509
Units/ERUs	13,094	13,274	13,454	13,634	13,814	14,004
Annual Metered Consumption (1,000 gallons)	608,860	614,970	621,080	627,180	633,290	639,750
Avg. Monthly Consumption per Unit (gallons)	3,900	3,900	3,800	3,800	3,800	3,800

Revenue from Existing Rates

The projection of customers, units/ERUs and consumption discussed in this section serves as the basis for the water and sewer revenue forecast. By applying the adopted monthly user rates to the customer statistics, the expected operating revenue from existing rates for each year can be calculated. The forecast schedule of operating revenue from rates for the water and sewer systems are shown on Table 7 and Table 8 below.

Table 7: Water Revenue Forecast at Existing Rates

Fiscal Year [1]	Base Charge Revenue	Volumetric Charge Revenue	Total Revenue
2023	\$1,214,700	\$3,033,700	\$4,248,400
2024	\$1,233,700	\$3,077,000	\$4,310,700
2025	\$1,252,500	\$3,119,900	\$4,372,400
2026	\$1,271,900	\$3,164,000	\$4,435,900
2027	\$1,291,500	\$3,207,900	\$4,499,400
2028	\$1,311,800	\$3,253,300	\$4,565,100

[1] The revenue projections shown above are based on the existing water rates. Projected revenue under the proposed rates is summarized in Table 17 and Exhibit 10 at the end of this report.

Table 8: Sewer Revenue Forecast at Existing Rates

Fiscal Year [1]	Base Charge Revenue	Volumetric Charge Revenue	Total Revenue
2023	\$3,403,700	\$4,246,100	\$7,649,800
2024	\$3,453,300	\$4,289,100	\$7,742,400
2025	\$3,502,900	\$4,332,100	\$7,835,000
2026	\$3,552,600	\$4,375,100	\$7,927,700
2027	\$3,602,200	\$4,418,000	\$8,020,200
2028	\$3,654,500	\$4,463,500	\$8,118,000

[1] The revenue projections shown above are based on the existing sewer rates. Projected revenue under the proposed rates is summarized in Table 18 and Exhibit 11 at the end of this report.

Based on the forecasted customer growth and usage trends, the water and sewer revenues are projected to increase between 1.2 and 1.4% annually during the Forecast Period.

Section 3. Utility Revenue Sufficiency

General

The various components of cost associated with operating and maintaining a utility system, as well as the cost of financing the renewal and replacement of facilities and capital improvements for upgrades and expansion, are generally referred to as the utility revenue requirements and are accounted for on a cash basis. The sum of these cost components, after adjusting for other income and miscellaneous utility revenues, represents the net revenue requirements that must be funded from the utility rates. The projected revenue requirements include the various generalized cost components described below:

- Operating Expenses: These expenses include the cost of labor, insurance, electricity, chemicals, materials, supplies, administration, and other items necessary for the operation and maintenance of the utility system.
- Debt Service: Debt service includes the principal and interest on the City's current outstanding BB&T loan, state revolving fund (SRF) loans, and any other debt obligations payable from the net operating revenues of the utility system. As discussed further below, the projected revenue requirements also include the assumption that the City will issue additional debt during the six-year period to fund certain capital improvements.
- Other Revenue Requirements: This component of cost includes, in general, any ongoing capital improvements to be funded from rate revenue, transfers to reserves for future infrastructure rehabilitation, funding of certain capital projects on a pay-as-you-go basis, transfers to the City's General Fund, and other revenue requirements.

Principal Assumptions and Considerations

The projected revenue requirements are summarized in this section and are provided in more detail in the exhibits at the end of this report. The major assumptions, considerations and analyses that are included in the development of the projected revenue requirements are as follows:

1. The City Utility Fund's operating budget for FY 2023, and the actual historical expenditures from prior fiscal years served as the basis for expenditure projections. The various divisions in the budget are allocated between the water and sewer system based on a variety of factors including direct allocations to water and sewer, number and type of personnel, and allocations based on the number of customer accounts in each system. Unless otherwise noted, the underlying assumptions and expenditure amounts included therein are assumed to be reasonable and reflect anticipated operations. Such budgetary amounts are incorporated into the revenue requirements component of the study, except for adjustments and assumptions as noted below.
2. The operating and maintenance expenditures budgeted for FY 2023 are projected for the remaining five years of the Forecast Period (i.e., through September 30, 2028). Non-operating expenditures have been adjusted to account for operating and other capital, debt service, and other expenditures separately. Schedules providing budget line-item detail of projected operating expenses are shown on Exhibits 7 and 8 at the end of this report. The primary assumptions associated with the projected operating expenses as developed for the Forecast Period are as follows:
 - a. Salaries and wages for existing budgeted positions are increased above budgeted amounts by 3.0% annually to reflect wage adjustments resulting from promotions and merit increases as well as cost

of living adjustments due to inflationary pressures. Health care expenditures (i.e., group health) are projected to increase by 5.0% annually, much faster than salaries and taxes due to recent trends in the industry.

- b. There are two additional personnel assumed to be hired in FY 2024: Distribution Operator and Collections Technician. The salaries and benefits for the new personnel have been factored into the forecast of operating and maintenance expenses. By FY 2028, these additional employees account for a total budget impact of approximately \$122,000. For forecast purposes, the costs for the Distribution Operator have been allocated to the water system, and the costs for the Collections Technician have been allocated to the sewer system.
 - c. Operating expenditures such as purchased power (electricity) and chemicals that generally correlate to water and wastewater flow levels are projected using a factor that accounts for both increases in annual flows as well as unit cost increases. The objective of this factor is to account for increases in demand, in addition to inflationary cost adjustments, that are the primary cost drivers for expenditures of this nature. During the Forecast Period, these expenditures are escalated between 3.5 – 4.3% per year.
 - d. Repair and maintenance related expenses are projected to increase above the budgeted levels by 3.0% per year. This factor is based on the historical annual increases derived from the Engineering News Record (ENR) construction cost index. The ENR index provides an annual average index of construction and material costs which can be measured year after year. The five and ten-year historical annual compound growth rate, based on the ENR index, was 4.0% and 3.5%, respectively.
 - e. Other expenditures such as professional services, supplies, telephone, uniforms, miscellaneous tools and equipment, and other operating costs are projected to increase above the budgeted levels by 2.5-3.0% per year to reflect anticipated general inflation. Assumptions for inflation were based on the Consumer Price Index as projected by the Congressional Budget Office as contained in *The Budget and Economic Outlook: 2023 to 2033* report published in February 2023 (the most recent update published at the time of this analysis).
 - f. The FY 2023 budget included \$500,000 of professional services within the Sewer Division. According to information obtained from the budget, these services are related to manhole geolocating and renewal of a wastewater treatment plant operating permit. Based on discussions with staff, some of the services are more one-time in nature and non-recurring. Therefore, the projected costs for this line item have been reduced to historical levels beyond FY 2023.
3. The Utility Fund transfers a portion of rate revenues to the City's General Fund which represents a financial return to the City's general government for the operation of the utility enterprise. Currently, the Utility Fund transfers 10.0% of annual rate revenues to the General Fund. For the forecast, these appropriations to the General Fund will continue at this same percentage. The total transfer from the water and sewer systems ranges between \$1.2 million - \$1.4 million per year over the Forecast Period. The transfer from each individual utility system is summarized on Exhibits 7 and 8.
 4. The capital expenditures planned over the next six years are based on the City Utility Fund's capital improvement program (CIP) provided by staff. The CIP identifies \$53.6 million in project expenditures through FY 2028 and comprises a variety of major additions, extensions, improvements, and rehabilitations of the utility systems. The costs of the CIP, as provided by staff, were reflected in today's dollar value for all six years of the plan. For the purposes of this analysis, the capital costs after FY 2023 were escalated by approximately 2.5% per year to account for rising costs and inflation. As shown in Exhibit 9 at the end of this report, the inflated CIP totals \$55.8 million in project expenditures through FY 2028.

With average expenditures of over \$9.3 million per year, a variety of funding sources will be needed for the CIP as the yearly average exceeds the revenues available from user rates after paying for operating expenses and existing debt service. There are several large projects in the CIP including water main extensions, new wells, construction of a new building for the water department, major lift station and force main improvements, water quality improvements, and other capital improvements. Table 9 below illustrates the

anticipated funding sources for the CIP, which is fully funded from a combination of rate revenues (pay-as-you-go capital) and reserves, capacity fees, grants, and the issuance of new debt.

Table 9: Projected Six-Year CIP Funding Sources

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Water Revenues	\$1,213,000	\$927,000	\$1,108,700	\$973,900	\$1,164,600	\$1,250,700	\$6,637,900
Sewer Revenues	1,295,000	1,488,500	1,499,300	1,347,200	1,386,500	1,421,200	8,437,700
Utility Operating Reserves	1,450,000	154,500	316,700	0	0	284,200	2,205,400
Capacity Fees	5,100,000	257,500	2,111,500	0	0	0	7,469,000
Water SRF Debt	0	5,459,000	0	0	0	0	5,459,000
Sewer SRF Debt [2]	1,650,000	4,995,500	1,055,800	4,328,600	2,218,400	1,136,900	15,385,200
Grants	8,150,000	1,030,000	1,055,800	0	0	0	10,235,800
Total Funding Sources	\$18,858,000	\$14,312,000	\$7,147,800	\$6,649,700	\$4,769,500	\$4,093,000	\$55,830,000

[1] Full 6-year CIP with project descriptions shown on Exhibit 9.

[2] Sewer SRF debt includes the issuance of two separate loans as detailed in the assumptions below.

- As of September 30, 2022, the City had five outstanding debt obligations payable from the net revenues of the utility system. The Clean Water SRF Loan WW805020 (SRF Loan WW805020) and the Clean Water SRF Loan WW805030 (SRF Loan WW805030) relate to the 2008 expansion of the wastewater treatment plant. Both debt issuances are set to mature in FY 2028. The Series 2016 BB&T Lease (Series 2016 Lease) is related to the upgrade of the City's AMI metering system and is set to mature in FY 2026. The City recently issued the Clean Water SRF Loan WW510531 (SRF Loan WW510531) and the Clean Water SRF Loan WW510550 (SRF Loan WW510550). The SRF Loan WW510531 funded advanced wastewater treatment plant upgrades and the SRF Loan WW510550 funded a reclaimed water main extension. The total annual debt service requirement on the outstanding debt is approximately \$2.3 million through FY 2026, and approximately \$1.6 million annually through the end of the Forecast Period. Each of the outstanding debt obligations is allocated between water and sewer for forecasting purposes. The SRF loans are allocated entirely to the sewer system, while the Series 2016 Lease is allocated based on the number of water and sewer customer accounts.
- A portion of the six-year CIP is assumed to be funded from proceeds obtained from the issuance of additional debt. Debt funding can provide significant advantages by spreading out the cost of major capital programs over ten or more years, which reduces the burden on existing customers and shares the debt repayment on future customers that benefit from such improvements or expansions. This study assumes one Drinking Water SRF loan and two Clean Water SRF loans. The loan costs, funding assumptions and annual debt service requirements are provided on the table below. To accurately review the revenue sufficiency for the water and sewer systems separately, each of the new debt obligations have been allocated based on the use of project funds for each obligation.

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Table 10: New Debt Assumptions

Description	2023 Clean Water SRF Loan	2024 Drinking Water SRF Loan	2026 Clean Water SRF Loan
Project Funds Available from Loan Proceeds	\$7,701,300	\$5,459,000	\$7,683,900
Issuance Cost [1]	158,600	110,700	157,400
Capitalized Interest [2]	228,900	75,700	186,900
Total Loan Principal	\$8,088,800	\$5,645,400	\$8,028,200
Term of Issue (Years)	20	20	20
Interest Rate	2.00%	3.00%	2.50%
Assumed Issue Date	April 1, 2023	October 1, 2023	October 1, 2025
Assumed First Payment Date	October 1, 2025	October 1, 2024	October 1, 2027
Annual Debt Service Requirement	\$494,700	\$379,500	\$515,000

[1] Issuance costs calculated as 2.0% of Project Funds plus Capitalized Interest.

[2] Three years of capitalized interest is assumed on the 2023 Clean Water SRF Loan, one year of capitalized interest is assumed on the 2024 Drinking Water SRF Loan, and two years of capitalized interest is assumed on the 2026 Clean Water SRF Loan. Capitalized interest delays the date of the first debt service payment.

- An important component of the evaluation of the utility system is the resulting liquidity and cash reserve balance of the utility. Available operating reserves represent the cash that is considered unrestricted and available to meet day-to-day funding needs as well as to be able to provide funds to meet any unexpected emergencies requiring immediate financial resources. Based on prudent utility business principles and discussions with City staff, the equivalent of six months (180 days) of operation and maintenance expenses is targeted as the minimum levels of unrestricted utility operating reserves to be maintained during the Forecast Period. As shown on the table below, the unrestricted utility operating reserves are slightly below the minimum target balance by the end of the Forecast Period. The water and sewer capacity fee fund fluctuates throughout the six-year period as they are being increased by new growth paying capacity fees and decreased as it is being used to fund certain growth-related CIP projects.

Table 11: Projected Fund Balances

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Utility Operating Reserve [2]	\$4,532,079	\$4,169,260	\$3,722,141	\$3,618,323	\$4,265,419	\$4,250,914
<i>Minimum Target Balance (6 months O&M)</i>	<i>\$4,044,100</i>	<i>\$4,000,600</i>	<i>\$3,912,300</i>	<i>\$4,040,700</i>	<i>\$4,172,900</i>	<i>\$4,310,300</i>
Water & Sewer Utility Capacity Fees [3]	\$1,989,655	\$2,413,555	\$983,455	\$1,664,855	\$2,357,655	\$3,085,855

[1] Detailed utility fund balance projections provided on Exhibit 13.

[2] Amounts represent balance at the end of each fiscal year and include revenues from projected rate increases discussed further below.

[3] Amounts represent balance at the end of each fiscal year.

- The City collects other operating revenues from miscellaneous charges for specific customer services such as reclaimed water charges, scrap sales, and other miscellaneous revenues. These miscellaneous revenues are available to reduce the amount of revenue requirements needed to be collected from the monthly water and sewer user rates. The miscellaneous revenues are projected to remain constant at the FY 2023 budget level for the remainder of the Forecast Period. Interest income is also recognized as an available revenue source to fund utility expenditures. These miscellaneous utility revenues are provided in the FY 2023 budget and are projected to remain at the 2023 budget level for the remainder of the Forecast Period.
- Capacity fees are a one-time charge to new development for growth-related capital investment. The residential water capacity fee is currently \$1,140 and the residential sewer capacity fee is \$2,400. Revenue from capacity fees is typically used to directly fund capital expansion related to growth or to fund the debt

service for growth-related capital projects. Based on the customer forecast outlined in Section 2 of this report, the collection of water and sewer capacity fees during the Forecast Period is anticipated to average approximately \$783,000 per year. Since such revenues are not recurring, the utility system should not be too reliant on these fees to meet its capital expansion costs.

Revenue Requirements Summary

The projected net revenue requirements for the water system during the Forecast Period, less miscellaneous revenues, are summarized on the following table.

Table 12: Projected Water Net Revenue Requirements

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Operating Expenses	\$3,374,100	\$3,539,000	\$3,400,000	\$3,511,600	\$3,626,400	\$3,745,600
Debt Service	427,990	427,990	807,490	807,490	379,500	379,500
Capital from Rates	1,213,000	927,000	1,108,700	973,900	1,164,600	1,250,700
Gross Revenue Requirements	\$5,015,090	\$4,893,990	\$5,316,190	\$5,292,990	\$5,170,500	\$5,375,800
Less: Miscellaneous Revenues	27,120	27,120	27,120	27,120	27,120	27,120
Net Revenue Requirements	\$4,987,970	\$4,866,870	\$5,289,070	\$5,265,870	\$5,143,380	\$5,348,680

[1] The projected revenue requirements for the water system over the Forecast Period is detailed on Exhibit 10 at the end of this report.

As can be seen on the table above, the water net revenue requirements fluctuate throughout the Forecast Period. Operating expenses are increasing primarily due to inflationary pressures and additional staffing. Existing annual debt service requirements allocated to the water system are reduced after FY 2026 with the maturity of the Series 2016 Lease. The remaining debt service is related to the projection of new debt from the 2024 Drinking Water SRF Loan. Water pay-as-you-go for capital improvements (i.e., Capital from Rates) depend on the timing and costs of the CIP.

The projected net revenue requirements for the sewer system, net of miscellaneous revenue sources, are summarized on the table below:

Table 13: Projected Sewer Net Revenue Requirements

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Operating Expenses	\$4,714,100	\$4,462,100	\$4,424,600	\$4,569,700	\$4,719,400	\$4,874,900
Debt Service	1,871,628	1,871,628	1,871,628	2,366,328	2,056,404	2,571,404
Capital from Rates	1,295,000	1,488,500	1,499,300	1,347,200	1,386,500	1,421,200
Gross Revenue Requirements	\$7,880,728	\$7,822,228	\$7,795,528	\$8,283,228	\$8,162,304	\$8,867,504
Less: Miscellaneous Revenues	66,095	66,080	66,080	66,080	66,080	66,080
Net Revenue Requirements	\$7,814,633	\$7,756,148	\$7,729,448	\$8,217,148	\$8,096,224	\$8,801,424

[1] The projected revenue requirements for the sewer system over the Forecast Period is detailed on Exhibit 11 at the end of this report.

In similar context to the operating expenses for the water system, the sewer system is also anticipated to experience cost escalations due to inflationary pressures. The decrease shown in FY 2024 is primarily due to the reduction in professional services costs within the Sewer Division. Annual debt service on the sewer system includes both existing and projected new debt. Sewer pay-as-you-go for capital improvements (i.e., Capital from Rates) depend on the timing and costs of the CIP.

Sufficiency of Existing Utility Rate Revenues

As shown in the table below, the projected revenues from existing water rates calculated in Section 2 above are compared to the water net revenue requirements outlined on Table 12. Under existing water rate levels, the revenues

generated are anticipated to not meet the net revenue requirements throughout the Forecast Period. As a result of the deficiencies, water rate adjustments are projected as shown later in this section.

Table 14: Water Revenue Sufficiency Forecast at Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Existing Rates [1]	\$4,248,400	\$4,310,700	\$4,372,400	\$4,435,900	\$4,499,400	\$4,565,100
Net Revenue Requirements [2]	4,987,970	4,866,870	5,289,070	5,265,870	5,143,380	5,348,680
Surplus/(Deficiency)	(\$739,570)	(\$556,170)	(\$916,670)	(\$829,970)	(\$643,980)	(\$783,580)

[1] Obtained from Table 7.

[2] Obtained from Table 12.

The existing sewer rates are also forecast to be deficient for the majority of the Forecast Period. The annual deficiency ranges from approximately \$13,000 to over \$600,000 during the forecast. As a result of these deficiencies, sewer rate adjustments are projected as shown in Table 16 below.

Table 15: Sewer Revenue Sufficiency Forecast at Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Existing Rates [1]	\$7,649,800	\$7,742,400	\$7,835,000	\$7,927,700	\$8,020,200	\$8,118,000
Net Revenue Requirements [2]	7,814,633	7,756,148	7,729,448	8,217,148	8,096,224	8,801,424
Surplus/(Deficiency)	(\$164,833)	(\$13,748)	\$105,552	(\$289,448)	(\$76,024)	(\$683,424)

[1] Obtained from Table 8.

[2] Obtained from Table 13.

Sufficiency of Projected Utility Rate Revenues

As previously discussed, the existing rates will not be sufficient to support the net revenue requirements forecast. Additionally, if the rates are not sufficient to support the net revenue requirements, then the fund balances and funding available to complete the CIP will not be sufficient. Based on conversations with staff, consumer price index (CPI) level adjustments are being considered for the monthly water and sewer rates. The table below illustrates the projected CPI percentages that are based on data provided in *The Budget and Economic Outlook: 2023 to 2033* report published by the Congressional Budget Office:

Table 16: Annual Rate Adjustments

Fiscal Year	Water [1]	Sewer [1]
2023	0.0%	0.0%
2024	3.0%	3.0%
2025	2.5%	2.5%
2026	2.5%	2.5%
2027	2.5%	2.5%
2028	2.5%	2.5%

[1] Overall rate revenues to increase by percentages shown above.

Assuming the rate adjustments as shown on Table 16 are implemented beginning October 1, 2023, and then each ensuing October 1, the following tables provide an illustration of the projected revenue sufficiency for each of the utility systems over the Forecast Period.

Table 17: Water Revenue Sufficiency Forecast under Projected Rate Adjustments

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Projected Rates	\$4,248,400	\$4,440,000	\$4,616,200	\$4,800,300	\$4,990,700	\$5,190,200
Net Revenue Requirements	4,987,970	4,866,870	5,289,070	5,265,870	5,143,380	5,348,680
Surplus/(Deficiency)	(\$739,570)	(\$426,870)	(\$672,870)	(\$465,570)	(\$152,680)	(\$158,480)

[1] The detailed projected revenue sufficiency for the water system over the Forecast Period can be found in Exhibit 10.

Table 18: Sewer Revenue Sufficiency Forecast under Projected Rate Adjustments

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Rate Revenue from Projected Rates	\$7,649,800	\$7,974,700	\$8,271,900	\$8,578,900	\$8,896,000	\$9,229,600
Net Revenue Requirements	7,814,633	7,756,148	7,729,448	8,217,148	8,096,224	8,801,424
Surplus/(Deficiency)	(\$164,833)	\$218,552	\$542,452	\$361,752	\$799,776	\$428,176

[1] The detailed projected revenue sufficiency for the sewer system over the Forecast Period can be found in Exhibit 11.

Debt Service Coverage

Financial indicators are useful tools and metrics that can be used by a utility system to evaluate operational performance, monitor trends, and can provide staff and management with decision-making tools. Many cash flow and liquidity ratios are generally used by bond rating agencies when evaluating a utility for a bond rating. It should be stressed that financial indicators do not tell the whole story when it comes to utility operations and performance but provide specific data points to be used in conjunction with many other factors. When reviewing utility statistics, it is prudent to also consider the age of a utility's assets, the major capital needs of the system, the stability of rate revenues, etc. The section below provides a brief discussion on the appropriate debt service coverage ratios required along with a review of the debt service coverage levels achieved during the Forecast Period.

Debt service coverage is a key financial indicator and a minimum ratio that is typically required as a covenant established with the issuance of utility debt. Most utilities have some form of borrowed money that they are required to repay at an agreed upon interest rate. To ensure that a system can handle the repayment amount with interest and continue to operate normally, a loan issuer will establish a coverage ratio whereby net revenue divided by annual debt service requirements will yield a number higher than 1.00 (usually ranging from 1.15 to 1.25). The minimum annual debt service coverage requirement set forth in the City's Clean Water SRF Loan agreements is 1.15x. As shown on the table below, and detailed on Exhibit 12, under the projected rate increases and the issuance of new debt outlined earlier in this section, the projected debt service coverages exceed the minimum requirement each year of the Forecast Period.

Table 19: Projected Debt Service Coverage

Description [1]	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Net Revenue	\$3,903,215	\$4,506,800	\$5,156,700	\$5,391,100	\$5,634,100	\$5,892,500
Capacity Fees	1,283,400	671,400	671,400	671,400	682,800	718,200
Available for Debt Service	\$5,186,615	\$5,178,200	\$5,828,100	\$6,062,500	\$6,316,900	\$6,610,700
Debt Service Requirement	\$1,561,704	\$1,561,704	\$1,941,204	\$2,435,904	\$2,435,904	\$2,950,904
Coverage Ratio Achieved (Min. Required = 1.15x)	3.32	3.32	3.00	2.49	2.59	2.24

[1] The detailed projected debt service coverage for the utility system over the Forecast Period can be found in Exhibit 12.

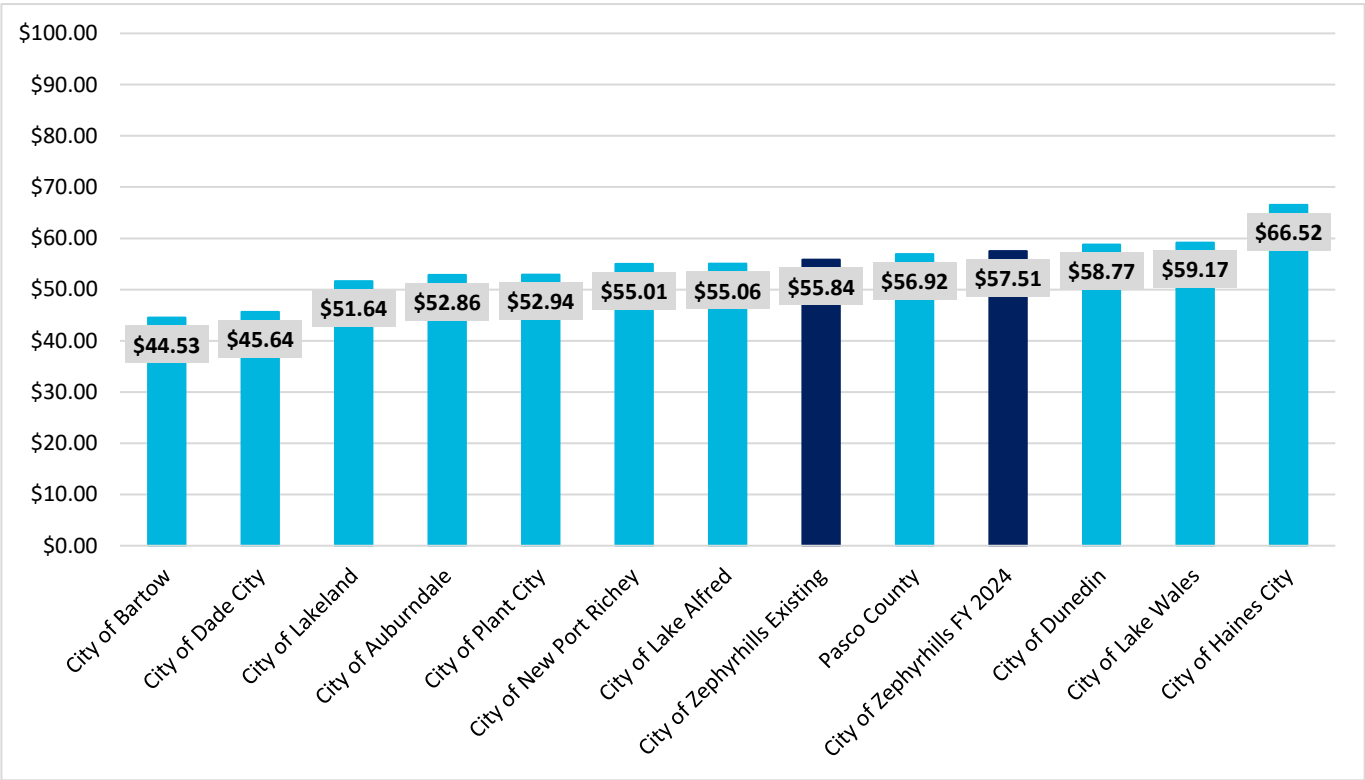
Comparison to Other Local Utilities

A common analysis reviewed by utility providers is how their rates compare to those of other neighboring utilities. The following figure compares the City’s existing and proposed FY 2024 water and sewer bill to that of other local utility providers. When making comparisons of rates between different utilities, several factors may influence the rate levels being charged. These factors include but are not limited to:

- Size of customer base or overall economies of scale with other utility services;
- Level of treatment and effluent disposal methods;
- Plant age, capacity utilization, grant and other outside funding sources;
- General fund and administrative fee transfers to municipal or County governments;
- Bond covenants and funding requirements of the rates; and
- Specific rate structure attributes for each customer class and usage level.

Since the inside City 3/4-inch single family residential customer class represents a majority of the City’s customer base, the comparison below will focus on this class. At 3,000 gallons of consumption, the City’s water and sewer bills for this customer class are slightly above the average of the other local communities’ bill of \$54.46. Under the proposed FY 2024 rates, the customer will see an increase of \$1.67 from \$55.84 to \$57.51.

Figure 1: 3/4-Inch Inside City Single Family Residential Water & Sewer Rate Comparison (3,000 Gallons)



EXHIBITS

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Water Customer Projections

Description	Estimated	Growth	Projected Fiscal Year					
	2022	Scenario	2023	2024	2025	2026	2027	2028
Single Family Residential (Inside City)								
Customer Growth		Normal	290	150	150	150	160	160
ERU Growth			290	150	150	160	160	160
Average Monthly Customers	7,147		7,437	7,587	7,737	7,887	8,047	8,207
Average Monthly ERUs	7,177		7,467	7,617	7,767	7,927	8,087	8,247
Annual Metered Gallons (000s)	253,332		263,570	268,860	274,160	279,810	285,450	291,100
Average Metered per Unit	2.9	Normal	2.9	2.9	2.9	2.9	2.9	2.9
Single Family Residential (Outside City)								
Customer Growth		Normal	120	60	60	60	60	70
ERU Growth			120	60	60	60	60	70
Average Monthly Customers	2,902		3,022	3,082	3,142	3,202	3,262	3,332
Average Monthly ERUs	2,910		3,030	3,090	3,150	3,210	3,270	3,340
Annual Metered Gallons (000s)	99,984		104,110	106,170	108,230	110,290	112,350	114,760
Average Metered per Unit	2.9	Normal	2.9	2.9	2.9	2.9	2.9	2.9
Master Metered Residential (Inside City)								
Customer Growth		No Growth	0	0	0	0	0	0
Unit Growth			0	0	0	0	0	0
Average Monthly Customers	41		41	41	41	41	41	41
Average Monthly Units	1,787		1,787	1,787	1,787	1,787	1,787	1,787
Annual Metered Gallons (000s)	62,399		62,400	62,400	62,400	62,400	62,400	62,400
Average Metered per Unit	2.9	Normal	2.9	2.9	2.9	2.9	2.9	2.9
Master Metered Residential (Outside City)								
Customer Growth		No Growth	0	0	0	0	0	0
Unit Growth			0	0	0	0	0	0
Average Monthly Customers	18		18	18	18	18	18	18
Average Monthly Units	498		498	498	498	498	498	498
Annual Metered Gallons (000s)	12,620		12,620	12,620	12,620	12,620	12,620	12,620
Average Metered per Unit	2.1	Normal	2.1	2.1	2.1	2.1	2.1	2.1
Commercial (Inside City)								
Customer Growth		No Growth	0	0	0	0	0	0
ERU Growth			0	0	0	0	0	0
Average Monthly Customers	811		811	811	811	811	811	811
Average Monthly ERUs	2,002		2,002	2,002	2,002	2,002	2,002	2,002
Annual Metered Gallons (000s)	248,338		248,340	248,340	248,340	248,340	248,340	248,340
Average Metered per Unit	10.3	Normal	10.3	10.3	10.3	10.3	10.3	10.3
Commercial (Outside City)								
Customer Growth		No Growth	0	0	0	0	0	0
ERU Growth			0	0	0	0	0	0
Average Monthly Customers	61		61	61	61	61	61	61
Average Monthly ERUs	159		159	159	159	159	159	159
Annual Metered Gallons (000s)	11,433		11,430	11,430	11,430	11,430	11,430	11,430
Average Metered per Unit	6.0	Normal	6.0	6.0	6.0	6.0	6.0	6.0
Subtotal Inside City Excluding Irrigation								
Customer Growth			290	150	150	150	160	160
Unit Growth			290	150	150	160	160	160
Average Monthly Customers	7,999		8,289	8,439	8,589	8,739	8,899	9,059
Average Monthly Units	10,966		11,256	11,406	11,556	11,716	11,876	12,036
Annual Metered Gallons (000s)	564,069		574,310	579,600	584,900	590,550	596,190	601,840
Average Metered per Unit	4.3		4.3	4.2	4.2	4.2	4.2	4.2

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Water Customer Projections

	Estimated	Growth	Projected Fiscal Year					
Description	2022	Scenario	2023	2024	2025	2026	2027	2028
Subtotal Outside City Excluding Irrigation								
Customer Growth			120	60	60	60	60	70
Unit Growth			120	60	60	60	60	70
Average Monthly Customers	2,981		3,101	3,161	3,221	3,281	3,341	3,411
Average Monthly Units	3,567		3,687	3,747	3,807	3,867	3,927	3,997
Annual Metered Gallons (000s)	124,037		128,160	130,220	132,280	134,340	136,400	138,810
Average Metered per Unit	2.9		2.9	2.9	2.9	2.9	2.9	2.9
Irrigation (Inside City)								
Customer Growth		Normal	70	40	40	40	40	40
ERU Growth			90	50	50	50	50	50
Average Monthly Customers	1,737		1,807	1,847	1,887	1,927	1,967	2,007
Average Monthly ERUs	2,178		2,268	2,318	2,368	2,418	2,468	2,518
Annual Metered Gallons (000s)	131,857		137,310	140,330	143,360	146,390	149,410	152,440
Average Metered per Unit	5.0	Normal	5.0	5.0	5.0	5.0	5.0	5.0
Irrigation (Outside City)								
Customer Growth		No Growth	0	0	0	0	0	0
ERU Growth			0	0	0	0	0	0
Average Monthly Customers	158		158	158	158	158	158	158
Average Monthly ERUs	180		180	180	180	180	180	180
Annual Metered Gallons (000s)	3,268		3,270	3,270	3,270	3,270	3,270	3,270
Average Metered per Unit	1.5	Normal	1.5	1.5	1.5	1.5	1.5	1.5
Total Water System								
Customer Growth			480	250	250	250	260	270
Unit Growth			500	260	260	270	270	280
Average Monthly Customers	12,875		13,355	13,605	13,855	14,105	14,365	14,635
Average Monthly Units	16,891		17,391	17,651	17,911	18,181	18,451	18,731
Annual Metered Gallons (000s)	823,231		843,050	853,420	863,810	874,550	885,270	896,360
Average Metered per Unit	4.1		4.0	4.0	4.0	4.0	4.0	4.0
Water Production								
Annual Water Production Gallons (000s)	880,347		902,000	913,000	924,000	935,000	947,000	959,000
Millions of Gallons per day (MGD)	2.412		2.471	2.501	2.532	2.562	2.595	2.627
Unbilled Annual Gallons (000s)	57,116		58,950	59,580	60,190	60,450	61,730	62,640
Unbilled Water Percentage	6.49%	Normal	6.49%	6.49%	6.49%	6.49%	6.49%	6.49%

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Sewer Customer Projections

Description	Estimated	Growth	Projected Fiscal Year					
	2022	Scenario	2023	2024	2025	2026	2027	2028
Single Family Residential (Inside City)								
Customer Growth		Normal	280	150	150	150	150	160
ERU Growth			280	150	150	150	150	160
Average Monthly Customers	6,991		7,271	7,421	7,571	7,721	7,871	8,031
Average Monthly ERUs	6,999		7,279	7,429	7,579	7,729	7,879	8,039
Annual Metered Gallons (000s)	246,574		256,440	261,720	267,010	272,290	277,580	283,210
Average Metered per Unit	2.9	Normal	2.9	2.9	2.9	2.9	2.9	2.9
Single Family Residential (Outside City)								
Customer Growth		Normal	60	30	30	30	30	30
ERU Growth			60	30	30	30	30	30
Average Monthly Customers	1,450		1,510	1,540	1,570	1,600	1,630	1,660
Average Monthly ERUs	1,454		1,514	1,544	1,574	1,604	1,634	1,664
Annual Metered Gallons (000s)	39,877		41,520	42,350	43,170	43,990	44,810	45,640
Average Metered per Unit	2.3	Normal	2.3	2.3	2.3	2.3	2.3	2.3
Master Metered Residential (Inside City)								
Customer Growth		No Growth	0	0	0	0	0	0
Unit Growth			0	0	0	0	0	0
Average Monthly Customers	40		40	40	40	40	40	40
Average Monthly Units	1,964		1,964	1,964	1,964	1,964	1,964	1,964
Annual Metered Gallons (000s)	71,352		71,350	71,350	71,350	71,350	71,350	71,350
Average Metered per Unit	3.0	Normal	3.0	3.0	3.0	3.0	3.0	3.0
Master Metered Residential (Outside City)								
Customer Growth		No Growth	0	0	0	0	0	0
Unit Growth			0	0	0	0	0	0
Average Monthly Customers	3		3	3	3	3	3	3
Average Monthly Units	95		95	95	95	95	95	95
Annual Metered Gallons (000s)	1,580		1,580	1,580	1,580	1,580	1,580	1,580
Average Metered per Unit	1.4	Normal	1.4	1.4	1.4	1.4	1.4	1.4
RV Park (Outside City)								
Customer Growth		No Growth	0	0	0	0	0	0
Unit Growth			0	0	0	0	0	0
Average Monthly Customers	1		1	1	1	1	1	1
Average Monthly Units	358		358	358	358	358	358	358
Annual Metered Gallons (000s)	8,560		8,560	8,560	8,560	8,560	8,560	8,560
Average Metered per Unit	2.0	Normal	2.0	2.0	2.0	2.0	2.0	2.0
Commercial (Inside City)								
Customer Growth		No Growth	0	0	0	0	0	0
ERU Growth			0	0	0	0	0	0
Average Monthly Customers	754		754	754	754	754	754	754
Average Monthly ERUs	1,823		1,823	1,823	1,823	1,823	1,823	1,823
Annual Metered Gallons (000s)	222,316		222,320	222,320	222,320	222,320	222,320	222,320
Average Metered per Unit	10.2	Normal	10.2	10.2	10.2	10.2	10.2	10.2
Commercial (Outside City)								
Customer Growth		No Growth	0	0	0	0	0	0
ERU Growth			0	0	0	0	0	0
Average Monthly Customers	20		20	20	20	20	20	20
Average Monthly ERUs	61		61	61	61	61	61	61
Annual Metered Gallons (000s)	7,086		7,090	7,090	7,090	7,090	7,090	7,090
Average Metered per Unit	9.7	Normal	9.7	9.7	9.7	9.7	9.7	9.7

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Sewer Customer Projections

	Estimated	Growth	Projected Fiscal Year					
Description	2022	Scenario	2023	2024	2025	2026	2027	2028
Subtotal Inside City								
Customer Growth			280	150	150	150	150	160
Unit Growth			280	150	150	150	150	160
Average Monthly Customers	7,785		8,065	8,215	8,365	8,515	8,665	8,825
Average Monthly Units	10,786		11,066	11,216	11,366	11,516	11,666	11,826
Annual Metered Gallons (000s)	540,242		550,110	555,390	560,680	565,960	571,250	576,880
Average Metered per Unit	4.2		4.1	4.1	4.1	4.1	4.1	4.1
Subtotal Outside City								
Customer Growth			60	30	30	30	30	30
Unit Growth			60	30	30	30	30	30
Average Monthly Customers	1,474		1,534	1,564	1,594	1,624	1,654	1,684
Average Monthly Units	1,968		2,028	2,058	2,088	2,118	2,148	2,178
Annual Metered Gallons (000s)	57,103		58,750	59,580	60,400	61,220	62,040	62,870
Average Metered per Unit	2.4		2.4	2.4	2.4	2.4	2.4	2.4
Total Sewer System								
Customer Growth			340	180	180	180	180	190
Unit Growth			340	180	180	180	180	190
Average Monthly Customers	9,259		9,599	9,779	9,959	10,139	10,319	10,509
Average Monthly Units	12,754		13,094	13,274	13,454	13,634	13,814	14,004
Annual Metered Gallons (000s)	597,345		608,860	614,970	621,080	627,180	633,290	639,750
Average Metered per Unit	3.9		3.9	3.9	3.8	3.8	3.8	3.8
Annual Treated Gallons at WRF (000s)	611,740		623,530	629,790	636,050	642,300	648,560	655,180
Million Gallons per Day	1.676		1.708	1.725	1.743	1.760	1.777	1.795

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Projected Water Revenue from Existing Rates

Description	Estimated	Projected Fiscal Year					
	2022	2023	2024	2025	2026	2027	2028
Base Charge Revenue							
Single Family - Inside City	\$490,900	\$510,700	\$521,000	\$531,300	\$542,200	\$553,200	\$564,100
Single Family - Outside City	249,000	259,200	264,400	269,500	274,600	279,800	285,800
Master Metered - Inside City	91,800	91,800	91,800	91,800	91,800	91,800	91,800
Master Metered - Outside City	32,000	32,000	32,000	32,000	32,000	32,000	32,000
Commercial - Inside City	136,900	136,900	136,900	136,900	136,900	136,900	136,900
Commercial - Outside City	13,600	13,600	13,600	13,600	13,600	13,600	13,600
Irrigation - Inside City	149,000	155,100	158,600	162,000	165,400	168,800	172,200
Irrigation - Outside City	15,400	15,400	15,400	15,400	15,400	15,400	15,400
Total Base Charge Revenue	\$1,178,600	\$1,214,700	\$1,233,700	\$1,252,500	\$1,271,900	\$1,291,500	\$1,311,800
Volumetric Revenue							
Block 1							
Single Family - Inside City	\$561,300	\$584,000	\$595,800	\$607,500	\$620,000	\$632,500	\$645,000
Single Family - Outside City	264,300	275,200	280,700	286,100	291,500	296,900	303,300
Master Metered - Inside City	159,100	159,100	159,100	159,100	159,100	159,100	159,100
Master Metered - Outside City	40,300	40,300	40,300	40,300	40,300	40,300	40,300
Commercial - Inside City	715,200	715,200	715,200	715,200	715,200	715,200	715,200
Commercial - Outside City	41,200	41,100	41,100	41,100	41,100	41,100	41,100
Irrigation - Inside City	522,300	543,900	555,900	567,900	580,000	591,900	604,000
Irrigation - Outside City	20,100	20,200	20,200	20,200	20,200	20,200	20,200
Total Block 1	\$2,323,800	\$2,379,000	\$2,408,300	\$2,437,400	\$2,467,400	\$2,497,200	\$2,528,200
Block 2							
Single Family - Inside City	\$102,700	\$106,800	\$109,000	\$111,100	\$113,400	\$115,700	\$118,000
Single Family - Outside City	58,300	60,800	62,000	63,200	64,400	65,600	67,000
Master Metered - Inside City	0	0	0	0	0	0	0
Master Metered - Outside City	0	0	0	0	0	0	0
Commercial - Inside City	0	0	0	0	0	0	0
Commercial - Outside City	0	0	0	0	0	0	0
Irrigation - Inside City	69,000	71,800	73,400	75,000	76,600	78,200	79,800
Irrigation - Outside City	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Total Block 2	\$231,200	\$240,600	\$245,600	\$250,500	\$255,600	\$260,700	\$266,000
Block 3							
Single Family - Inside City	\$22,400	\$23,300	\$23,800	\$24,300	\$24,800	\$25,300	\$25,800
Single Family - Outside City	18,900	19,700	20,100	20,500	20,900	21,300	21,800
Master Metered - Inside City	0	0	0	0	0	0	0
Master Metered - Outside City	0	0	0	0	0	0	0
Commercial - Inside City	0	0	0	0	0	0	0
Commercial - Outside City	0	0	0	0	0	0	0
Irrigation - Inside City	303,900	316,400	323,300	330,300	337,200	344,200	351,100
Irrigation - Outside City	2,900	2,800	2,800	2,800	2,800	2,800	2,800
Total Block 3	\$348,100	\$362,200	\$370,000	\$377,900	\$385,700	\$393,600	\$401,500
Block 4							
Single Family - Inside City	\$9,200	\$9,500	\$9,700	\$9,800	\$10,100	\$10,300	\$10,500
Single Family - Outside City	10,000	10,400	10,600	10,800	11,000	11,200	11,400
Master Metered - Inside City	0	0	0	0	0	0	0
Master Metered - Outside City	0	0	0	0	0	0	0
Commercial - Inside City	0	0	0	0	0	0	0
Commercial - Outside City	0	0	0	0	0	0	0
Irrigation - Inside City	0	0	0	0	0	0	0
Irrigation - Outside City	0	0	0	0	0	0	0
Total Block 4	\$19,200	\$19,900	\$20,300	\$20,600	\$21,100	\$21,500	\$21,900

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Projected Water Revenue from Existing Rates

Description	Estimated	Projected Fiscal Year					
	2022	2023	2024	2025	2026	2027	2028
Block 5							
Single Family - Inside City	\$14,000	\$14,500	\$14,900	\$15,200	\$15,500	\$15,800	\$16,200
Single Family - Outside City	16,800	17,500	17,900	18,300	18,700	19,100	19,500
Master Metered - Inside City	0	0	0	0	0	0	0
Master Metered - Outside City	0	0	0	0	0	0	0
Commercial - Inside City	0	0	0	0	0	0	0
Commercial - Outside City	0	0	0	0	0	0	0
Irrigation - Inside City	0	0	0	0	0	0	0
Irrigation - Outside City	0	0	0	0	0	0	0
Total Block 5	\$30,800	\$32,000	\$32,800	\$33,500	\$34,200	\$34,900	\$35,700
Total Volumetric Revenue by Class							
Single Family - Inside City	\$709,600	\$738,100	\$753,200	\$767,900	\$783,800	\$799,600	\$815,500
Single Family - Outside City	368,300	383,600	391,300	398,900	406,500	414,100	423,000
Master Metered - Inside City	159,100	159,100	159,100	159,100	159,100	159,100	159,100
Master Metered - Outside City	40,300	40,300	40,300	40,300	40,300	40,300	40,300
Commercial - Inside City	715,200	715,200	715,200	715,200	715,200	715,200	715,200
Commercial - Outside City	41,200	41,100	41,100	41,100	41,100	41,100	41,100
Irrigation - Inside City	895,200	932,100	952,600	973,200	993,800	1,014,300	1,034,900
Irrigation - Outside City	24,200	24,200	24,200	24,200	24,200	24,200	24,200
Total Volumetric Revenue	\$2,953,100	\$3,033,700	\$3,077,000	\$3,119,900	\$3,164,000	\$3,207,900	\$3,253,300
Total Water Revenue by Class							
Single Family - Inside City	\$1,200,500	\$1,248,800	\$1,274,200	\$1,299,200	\$1,326,000	\$1,352,800	\$1,379,600
Single Family - Outside City	617,300	642,800	655,700	668,400	681,100	693,900	708,800
Master Metered - Inside City	250,900	250,900	250,900	250,900	250,900	250,900	250,900
Master Metered - Outside City	72,300	72,300	72,300	72,300	72,300	72,300	72,300
Commercial - Inside City	852,100	852,100	852,100	852,100	852,100	852,100	852,100
Commercial - Outside City	54,800	54,700	54,700	54,700	54,700	54,700	54,700
Irrigation - Inside City	1,044,200	1,087,200	1,111,200	1,135,200	1,159,200	1,183,100	1,207,100
Irrigation - Outside City	39,600	39,600	39,600	39,600	39,600	39,600	39,600
Total Water Revenue	\$4,131,700	\$4,248,400	\$4,310,700	\$4,372,400	\$4,435,900	\$4,499,400	\$4,565,100

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Projected Sewer Revenue from Existing Rates

Description	Estimated	Projected Fiscal Year					
	2022	2023	2024	2025	2026	2027	2028
Base Charge Revenue							
Single Family - Inside City	\$1,852,800	\$1,926,900	\$1,966,600	\$2,006,300	\$2,046,000	\$2,085,700	\$2,128,100
Single Family - Outside City	481,200	501,100	511,000	520,900	530,900	540,800	550,700
Master Metered - Inside City	390,100	390,100	390,100	390,100	390,100	390,100	390,100
Master Metered - Outside City	23,600	23,600	23,600	23,600	23,600	23,600	23,600
RV Park - Outside City	59,200	59,200	59,200	59,200	59,200	59,200	59,200
Commercial - Inside City	482,600	482,600	482,600	482,600	482,600	482,600	482,600
Commercial - Outside City	20,200	20,200	20,200	20,200	20,200	20,200	20,200
Total Base Charge Revenue	\$3,309,700	\$3,403,700	\$3,453,300	\$3,502,900	\$3,552,600	\$3,602,200	\$3,654,500
Volumetric Revenue							
Block 1							
Single Family - Inside City	\$1,679,200	\$1,746,400	\$1,782,300	\$1,818,300	\$1,854,300	\$1,890,300	\$1,928,700
Single Family - Outside City	339,400	353,300	360,400	367,400	374,400	381,300	388,400
Master Metered - Inside City	485,900	485,900	485,900	485,900	485,900	485,900	485,900
Master Metered - Outside City	13,400	13,400	13,400	13,400	13,400	13,400	13,400
RV Park - Outside City	72,800	72,800	72,800	72,800	72,800	72,800	72,800
Commercial - Inside City	1,514,000	1,514,000	1,514,000	1,514,000	1,514,000	1,514,000	1,514,000
Commercial - Outside City	60,300	60,300	60,300	60,300	60,300	60,300	60,300
Total Block 1	\$4,165,000	\$4,246,100	\$4,289,100	\$4,332,100	\$4,375,100	\$4,418,000	\$4,463,500
Total Volumetric Revenue by Class							
Single Family - Inside City	\$1,679,200	\$1,746,400	\$1,782,300	\$1,818,300	\$1,854,300	\$1,890,300	\$1,928,700
Single Family - Outside City	339,400	353,300	360,400	367,400	374,400	381,300	388,400
Master Metered - Inside City	485,900	485,900	485,900	485,900	485,900	485,900	485,900
Master Metered - Outside City	13,400	13,400	13,400	13,400	13,400	13,400	13,400
RV Park - Outside City	72,800	72,800	72,800	72,800	72,800	72,800	72,800
Commercial - Inside City	1,514,000	1,514,000	1,514,000	1,514,000	1,514,000	1,514,000	1,514,000
Commercial - Outside City	60,300	60,300	60,300	60,300	60,300	60,300	60,300
Total Volumetric Revenue	\$4,165,000	\$4,246,100	\$4,289,100	\$4,332,100	\$4,375,100	\$4,418,000	\$4,463,500
Total Sewer Revenue by Class							
Single Family - Inside City	\$3,532,000	\$3,673,300	\$3,748,900	\$3,824,600	\$3,900,300	\$3,976,000	\$4,056,800
Single Family - Outside City	820,600	854,400	871,400	888,300	905,300	922,100	939,100
Master Metered - Inside City	876,000	876,000	876,000	876,000	876,000	876,000	876,000
Master Metered - Outside City	37,000	37,000	37,000	37,000	37,000	37,000	37,000
RV Park - Outside City	132,000	132,000	132,000	132,000	132,000	132,000	132,000
Commercial - Inside City	1,996,600	1,996,600	1,996,600	1,996,600	1,996,600	1,996,600	1,996,600
Commercial - Outside City	80,500	80,500	80,500	80,500	80,500	80,500	80,500
Total Sewer Revenue	\$7,474,700	\$7,649,800	\$7,742,400	\$7,835,000	\$7,927,700	\$8,020,200	\$8,118,000

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Miscellaneous Revenue Projections

Description	Actual		Budgeted FY		Adjustments	Adjusted FY	Escalation	Projected FY						% Allocated To Water
	2020	2021	2022	2023		2023		2024	2025	2026	2027	2028	2029	
Water Meter Installation	\$244,368	\$419,918	\$0	\$0	\$0	\$0	Constant	\$0	\$0	\$0	\$0	\$0	\$0	100.0%
Water Connection Fees	0	0	0	0	0	0	Constant	0	0	0	0	0	0	100.0%
Water Extension Charges	0	0	0	0	0	0	Constant	0	0	0	0	0	0	100.0%
Sewer Connection Fees	0	0	0	0	0	0	Constant	0	0	0	0	0	0	0.0%
Sewer Extension Charges	0	0	0	0	0	0	Constant	0	0	0	0	0	0	0.0%
Reclaimed Water Charges	0	0	0	0	20,215	20,215	Constant	20,200	20,200	20,200	20,200	20,200	20,200	0.0%
Outside Services	0	0	0	0	0	0	Constant	0	0	0	0	0	0	50.0%
Interest Income Utility	27,991	9,459	20,000	10,000	0	10,000	Constant	10,000	10,000	10,000	10,000	10,000	10,000	36.0%
Interest Income Wa Conn	0	0	0	0	0	0	Constant	0	0	0	0	0	0	100.0%
Interest Income Sewer Conn	0	0	0	0	0	0	Constant	0	0	0	0	0	0	0.0%
Gain (Loss) On Fixed Assets	14,902	6,615	0	0	0	0	Constant	0	0	0	0	0	0	50.0%
Surplus Property Sales	10,530	12,871	10,000	10,000	(10,000)	0	Constant	0	0	0	0	0	0	50.0%
SCRAP Sales - Utility	5,957	4,462	6,000	6,000	0	6,000	Constant	6,000	6,000	6,000	6,000	6,000	6,000	50.0%
Contributions Fr Priv Sources	0	0	0	0	0	0	Constant	0	0	0	0	0	0	50.0%
Gain (Loss) Sale Of Investment	0	0	0	0	0	0	Constant	0	0	0	0	0	0	50.0%
Miscellaneous Revenue	193,015	63,168	57,000	57,000	0	57,000	Constant	57,000	57,000	57,000	57,000	57,000	57,000	36.0%
State Revolving Fund Proceeds	0	0	314,563	1,224,530	(1,224,530)	0	Constant	0	0	0	0	0	0	50.0%
Nestle Waters Settlement Agmt.	2,132,578	138,000	130,000	0	0	0	Constant	0	0	0	0	0	0	0.0%
Federal-Other Physical Env.	2,620,067	0	4,000,000	0	0	0	Constant	0	0	0	0	0	0	50.0%
Total	\$5,249,408	\$654,493	\$4,537,563	\$1,307,530	(\$1,214,315)	\$93,215		\$93,200	\$93,200	\$93,200	\$93,200	\$93,200	\$93,200	

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Operating Budget

Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Adjustments	FY 2023	Allocation Percentage			FY 2023 Allocation Amount	
	Actual	Actual	Actual	Amended Budget	Budget Amount		Adjusted	Method	Water	Sewer	Water	Sewer
Utility Administration												
Personnel Services												
Salaries	\$125,838	\$136,084	\$135,501	\$137,666	\$148,682	\$0	\$148,682	Personnel	45.0%	55.0%	\$66,900	\$81,800
Fica Taxes	7,235	7,207	7,443	8,535	9,218	0	9,218	Personnel	45.0%	55.0%	4,100	5,100
Medicare Taxes	1,692	1,685	1,741	1,996	2,156	0	2,156	Personnel	45.0%	55.0%	1,000	1,200
Retirement Contributions	33,832	37,384	43,282	31,255	36,504	0	36,504	Personnel	45.0%	55.0%	16,400	20,100
Group Health	29,630	31,021	32,652	32,966	33,956	0	33,956	Personnel	45.0%	55.0%	15,300	18,700
Worker's Compensation	0	0	0	7,838	2,415	0	2,415	Personnel	45.0%	55.0%	1,100	1,300
E10 Sub Totals:	\$198,227	\$213,381	\$220,619	\$220,256	\$232,931	\$0	\$232,931				\$104,800	\$128,200
Operating Expenditures												
Professional Services	\$12,569	\$38,289	\$73,904	\$132,431	\$75,000	\$0	\$75,000	Personnel	45.0%	55.0%	\$33,800	\$41,300
Pro. Svcs. - Software & Support	0	0	46,660	90,140	104,339	0	104,339	Personnel	45.0%	55.0%	47,000	57,400
Contractual Services	1,974	1,409	25,078	127,474	120,000	0	120,000	Personnel	45.0%	55.0%	54,000	66,000
Telephone	646	658	690	1,000	1,000	0	1,000	Personnel	45.0%	55.0%	500	600
Freight and Postage Services	152	90	71	200	200	0	200	Personnel	45.0%	55.0%	100	100
Copy Machine Leases	1,200	1,200	1,278	1,200	1,400	0	1,400	Personnel	45.0%	55.0%	600	800
Property and Casualty Insurance	0	0	0	0	19,654	0	19,654	Personnel	45.0%	55.0%	8,800	10,800
Repair & Maint Vehicles	394	281	280	500	500	0	500	Personnel	45.0%	55.0%	200	300
Office Supplies	68	365	489	700	700	0	700	Personnel	45.0%	55.0%	300	400
Operating Supplies	128	857	484	1,000	1,000	0	1,000	Personnel	45.0%	55.0%	500	600
Gas & Oil	1,160	32,034	222	500	500	0	500	Personnel	45.0%	55.0%	200	300
Memberships/Dues	978	523	715	1,000	1,000	0	1,000	Personnel	45.0%	55.0%	500	600
Training	7,101	2,271	2,017	5,000	5,000	0	5,000	Personnel	45.0%	55.0%	2,300	2,800
Depreciation Expense	4,277	4,270	2,135	0	0	0	0	Personnel	45.0%	55.0%	0	0
E20 Sub Totals:	\$30,647	\$82,247	\$154,023	\$361,145	\$330,293	\$0	\$330,293				\$148,800	\$182,000
Capital Outlay												
Machinery and Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Personnel	45.0%	55.0%	\$0	\$0
E40 Sub Totals:	\$0	\$0	\$0	\$0	\$0	\$0	\$0				\$0	\$0
Debt Service												
Loan Principal/Int Wwtp	\$215,437	\$195,322	\$174,778	\$1,317,076	\$1,427,352	(\$1,427,352)	\$0	Personnel	45.0%	55.0%	\$0	\$0
Loan Suntrust Bond Refinance	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
Loan Wwtp Expan/Upgde	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
BB&T Fathom Loan	54,283	98,510	84,816	737,915	737,915	(737,915)	0	Personnel	45.0%	55.0%	0	0
Defer Bond Issue Cost/Loss	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
Bond Issuance Cost	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
E50 Sub Totals:	\$269,720	\$293,832	\$259,594	\$2,054,991	\$2,165,267	(\$2,165,267)	\$0				\$0	\$0
Transfers												
Administrative Transfer Gf	\$1,001,200	\$1,037,026	\$1,237,898	\$1,372,755	\$1,203,481	\$0	\$1,203,481	Revenue	36.0%	64.0%	\$433,300	\$770,200
Admin Transfer-GF Special	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
Adminstrative Transfer Af	176,850	176,850	176,850	234,850	234,850	0	234,850	Equal	50.0%	50.0%	117,400	117,400
Trf To Water Reuse Reserve	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
Trf To Wa/Sw Connection Fees	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
PILOT	216,000	0	0	0	0	0	0	Revenue	36.0%	64.0%	0	0
E70 Sub Totals:	\$1,394,050	\$1,213,876	\$1,414,748	\$1,607,605	\$1,438,331	\$0	\$1,438,331				\$550,700	\$887,600
Reserves & Non-Operating Exp												
Undesigned Wwtp Loan Proc	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Equal	50.0%	50.0%	\$0	\$0
Contingency	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
Reserve for Grant Match	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
Reserve Accumulated Hours	0	0	0	0	0	0	0	Personnel	45.0%	55.0%	0	0
Reserve for CBF	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
Reserve-Water Reuse	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
Reserve-Water Connection Fees	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
Reserve-Sewer Connection Fees	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
Reserve-Other Restricted Funds	0	0	0	0	0	0	0	Equal	50.0%	50.0%	0	0
E90 Sub Totals:	\$0	\$0	\$0	\$0	\$0	\$0	\$0				\$0	\$0

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Operating Budget

Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Adjustments	FY 2023	Allocation Percentage			FY 2023 Allocation Amount	
	Actual	Actual	Actual	Amended Budget	Budget Amount		Adjusted	Method	Water	Sewer	Water	Sewer
Dept 3000 Sub Totals:	\$1,892,644	\$1,803,336	\$2,048,984	\$4,243,997	\$4,166,822	(\$2,165,267)	\$2,001,555				\$804,300	\$1,197,800
Utility Billing												
Personnel Services												
Salaries	\$128,358	\$158,394	\$169,954	\$193,655	\$186,131	\$0	\$186,131	Accounts	58.0%	42.0%	\$108,000	\$78,200
Overtime	405	306	321	500	500	0	500	Accounts	58.0%	42.0%	300	200
Fica Taxes	7,440	8,906	9,427	12,007	11,540	0	11,540	Accounts	58.0%	42.0%	6,700	4,800
Medicare Taxes	1,740	2,083	2,205	2,808	2,699	0	2,699	Accounts	58.0%	42.0%	1,600	1,100
Retirement Contributions	10,224	13,963	17,267	20,954	21,931	0	21,931	Accounts	58.0%	42.0%	12,700	9,200
Group Health	20,721	34,455	48,656	54,444	44,335	0	44,335	Accounts	58.0%	42.0%	25,700	18,600
Worker's Compensation	0	0	0	668	313	0	313	Accounts	58.0%	42.0%	200	100
E10 Sub Totals:	\$168,888	\$218,107	\$247,830	\$285,036	\$267,449	\$0	\$267,449				\$155,200	\$112,200
Operating Expenditures												
Medical Services	\$65	\$65	\$1,158	\$150	\$300	\$0	\$300	Accounts	58.0%	42.0%	\$200	\$100
Professional Services	5,381	8,081	0	0	10,000	0	10,000	Accounts	58.0%	42.0%	5,800	4,200
Contractual Services	651,758	1,008,762	758,883	750,000	650,000	0	650,000	Accounts	58.0%	42.0%	377,000	273,000
Processing Fees Credit Cards	120,820	108,658	116,622	130,000	135,000	0	135,000	Accounts	58.0%	42.0%	78,300	56,700
Telephone	760	1,708	1,152	1,500	2,500	0	2,500	Accounts	58.0%	42.0%	1,500	1,100
Freight and Postage Services	65	469	847	1,100	90,000	0	90,000	Accounts	58.0%	42.0%	52,200	37,800
Property and Casualty Insurance	0	0	0	0	10,993	0	10,993	Accounts	58.0%	42.0%	6,400	4,600
Copy Machine Leases	1,163	1,392	1,294	1,400	1,320	0	1,320	Accounts	58.0%	42.0%	800	600
Office Supplies	1,842	1,640	600	800	600	0	600	Accounts	58.0%	42.0%	300	300
Operating Supplies	786	654	392	600	600	0	600	Accounts	58.0%	42.0%	300	300
Software	0	0	0	100,000	0	0	0	Accounts	58.0%	42.0%	0	0
Training	0	0	0	1,700	3,000	0	3,000	Accounts	58.0%	42.0%	1,700	1,300
E20 Sub Totals:	\$782,640	\$1,131,429	\$880,948	\$987,250	\$904,313	\$0	\$904,313				\$524,500	\$380,000
Capital Outlay												
Machinery and Equipment	\$0	\$2,419	\$5,174	\$3,000	\$200,000	(\$200,000)	\$0	Accounts	58.0%	42.0%	\$0	\$0
E40 Sub Totals:	\$0	\$2,419	\$5,174	\$3,000	\$200,000	(\$200,000)	\$0				\$0	\$0
Dept 1300 Sub Totals:	\$951,528	\$1,351,955	\$1,133,952	\$1,275,286	\$1,371,762	(\$200,000)	\$1,171,762				\$679,700	\$492,200
Water												
Personnel Services												
Salaries	\$393,969	\$431,249	\$437,549	\$550,917	\$591,299	\$0	\$591,299	Water	100.0%	0.0%	\$591,300	\$0
Overtime	31,648	29,405	34,553	30,000	30,000	0	30,000	Water	100.0%	0.0%	30,000	0
Fica Taxes	26,216	26,727	27,857	34,157	36,661	0	36,661	Water	100.0%	0.0%	36,700	0
Medicare Taxes	6,131	6,251	6,515	7,988	8,574	0	8,574	Water	100.0%	0.0%	8,600	0
Retirement Contributions	138,719	152,963	194,349	58,853	68,791	0	68,791	Water	100.0%	0.0%	68,800	0
Group Health	170,701	190,975	215,464	250,154	232,217	0	232,217	Water	100.0%	0.0%	232,200	0
Worker's Compensation	0	0	0	19,792	20,677	0	20,677	Water	100.0%	0.0%	20,700	0
E10 Sub Totals:	\$767,384	\$837,570	\$916,287	\$951,861	\$988,219	\$0	\$988,219				\$988,300	\$0
Operating Expenditures												
Medical Services	\$262	\$88	\$332	\$200	\$200	\$0	\$200	Water	100.0%	0.0%	\$200	\$0
Laboratory Analysis	7,745	11,905	8,178	10,000	50,000	0	50,000	Water	100.0%	0.0%	50,000	0
Professional Services	69,241	114,906	89,321	165,088	150,000	0	150,000	Water	100.0%	0.0%	150,000	0
Contractual Services	48,162	8,676	52,468	60,000	95,000	0	95,000	Water	100.0%	0.0%	95,000	0
Water Tank Maintenance	22,590	22,590	23,832	30,000	40,000	0	40,000	Water	100.0%	0.0%	40,000	0
Property Tax	0	73	78	0	200	0	200	Water	100.0%	0.0%	200	0
Telephone	11,853	14,239	15,104	20,000	25,000	0	25,000	Water	100.0%	0.0%	25,000	0
Freight and Postage Services	124	158	71	500	500	0	500	Water	100.0%	0.0%	500	0
Electricity	115,407	110,206	118,810	140,000	140,000	0	140,000	Water	100.0%	0.0%	140,000	0
Water & Sewer Expense	152	2,405	1,845	200	200	0	200	Water	100.0%	0.0%	200	0
Refuse Removal	73	0	0	0	0	0	0	Water	100.0%	0.0%	0	0
Leases & Rentals	0	0	0	1,000	1,000	0	1,000	Water	100.0%	0.0%	1,000	0
Copy Machine Leases	269	518	385	500	500	0	500	Water	100.0%	0.0%	500	0
Property and Casualty Insurance	0	0	0	0	40,176	0	40,176	Water	100.0%	0.0%	40,200	0
Repair & Maint-Buildings	7,753	5,971	1,945	4,000	4,000	0	4,000	Water	100.0%	0.0%	4,000	0
Repair & Maint-Equipment	22,303	20,220	5,692	39,761	45,000	0	45,000	Water	100.0%	0.0%	45,000	0
Repair & Maint Vehicles	6,853	15,910	13,190	14,000	18,000	0	18,000	Water	100.0%	0.0%	18,000	0

City of Zephyrhills
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Operating Budget

Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Adjustments	FY 2023	Allocation Percentage			FY 2023 Allocation Amount	
	Actual	Actual	Actual	Amended Budget	Budget Amount		Adjusted	Method	Water	Sewer	Water	Sewer
Repair & Maint-Water Lines	0	0	0	0	150,000	0	150,000	Water	100.0%	0.0%	150,000	0
Licenses and Permits	103,136	100	450	1,000	2,000	0	2,000	Water	100.0%	0.0%	2,000	0
Office Supplies	441	134	1,640	3,040	3,000	0	3,000	Water	100.0%	0.0%	3,000	0
Operating Supplies	17,652	29,531	34,008	35,000	48,000	0	48,000	Water	100.0%	0.0%	48,000	0
Uniforms	3,725	2,434	2,944	4,000	4,000	0	4,000	Water	100.0%	0.0%	4,000	0
Tools, Small Equipment	4,645	9,438	5,490	8,000	8,000	0	8,000	Water	100.0%	0.0%	8,000	0
Chemicals & Chlorine Gas	20,890	18,262	16,340	20,000	25,000	0	25,000	Water	100.0%	0.0%	25,000	0
Gas & Oil	21,004	22,047	29,498	25,000	35,000	0	35,000	Water	100.0%	0.0%	35,000	0
Memberships/Dues	1,095	1,650	1,695	2,000	2,000	0	2,000	Water	100.0%	0.0%	2,000	0
Training	8,456	6,275	4,071	12,000	15,000	0	15,000	Water	100.0%	0.0%	15,000	0
E20 Sub Totals:	\$493,831	\$417,736	\$427,387	\$595,289	\$901,776	\$0	\$901,776				\$901,800	\$0
Capital Outlay												
Land Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Water	100.0%	0.0%	\$0	\$0
Buildings/Bldg Improvements	0	0	0	350,000	3,000,000	(3,000,000)	0	Water	100.0%	0.0%	0	0
Infrastructure	732,108	183,873	486,147	4,245,149	2,270,000	(2,270,000)	0	Water	100.0%	0.0%	0	0
Machinery and Equipment	78,223	220,136	91,339	133,414	235,000	(235,000)	0	Water	100.0%	0.0%	0	0
Inventory Purchases	200,936	292,443	377,488	354,618	500,000	(500,000)	0	Water	100.0%	0.0%	0	0
E40 Sub Totals:	\$1,011,267	\$696,452	\$954,974	\$5,083,181	\$6,005,000	(\$6,005,000)	\$0				\$0	\$0
Dept 3300 Sub Totals:	\$2,272,482	\$1,951,758	\$2,298,648	\$6,630,331	\$7,894,995	(\$6,005,000)	\$1,889,995				\$1,890,100	\$0
Wastewater												
Personnel Services												
Salaries	\$566,071	\$537,179	\$504,492	\$681,490	\$719,025	\$0	\$719,025	Sewer	0.0%	100.0%	\$0	\$719,000
Overtime	57,606	58,785	80,069	50,000	50,000	0	50,000	Sewer	0.0%	100.0%	0	50,000
Fica Taxes	36,068	32,941	32,597	42,252	44,580	0	44,580	Sewer	0.0%	100.0%	0	44,600
Medicare Taxes	8,435	7,704	7,623	9,882	10,426	0	10,426	Sewer	0.0%	100.0%	0	10,400
Retirement Contributions	150,363	165,681	200,546	64,668	77,458	0	77,458	Sewer	0.0%	100.0%	0	77,500
Group Health	154,229	147,495	170,604	192,878	170,693	0	170,693	Sewer	0.0%	100.0%	0	170,700
Worker's Compensation	0	0	0	35,054	17,445	0	17,445	Sewer	0.0%	100.0%	0	17,400
E10 Sub Totals:	\$972,772	\$949,785	\$995,931	\$1,076,224	\$1,089,627	\$0	\$1,089,627				\$0	\$1,089,600
Operating Expenditures												
Medical Services	\$466	\$239	\$1,899	\$500	\$500	\$0	\$500	Sewer	0.0%	100.0%	\$0	\$500
Professional Services	8,555	15,700	18,425	535,000	500,000	0	500,000	Sewer	0.0%	100.0%	0	500,000
Contractual Services	1,061	462	126	500	500	0	500	Sewer	0.0%	100.0%	0	500
Contractual Hauling	80,968	92,504	85,659	85,000	95,000	0	95,000	Sewer	0.0%	100.0%	0	95,000
Property Tax	127	34	86	0	50	0	50	Sewer	0.0%	100.0%	0	100
Telephone	8,746	11,546	11,391	10,000	12,000	0	12,000	Sewer	0.0%	100.0%	0	12,000
Freight and Postage Services	211	396	335	500	500	0	500	Sewer	0.0%	100.0%	0	500
Electricity	361,004	336,933	348,839	300,000	400,000	0	400,000	Sewer	0.0%	100.0%	0	400,000
Water & Sewer Expense	4,187	4,061	5,035	5,000	12,000	0	12,000	Sewer	0.0%	100.0%	0	12,000
Refuse Removal	3,981	4,249	4,527	5,000	6,000	0	6,000	Sewer	0.0%	100.0%	0	6,000
Copy Machine Leases	231	0	42	0	0	0	0	Sewer	0.0%	100.0%	0	0
Property and Casualty Insurance	0	0	0	0	264,420	0	264,420	Sewer	0.0%	100.0%	0	264,400
Repair & Maint-Buildings	16,324	9,116	5,281	13,000	28,000	0	28,000	Sewer	0.0%	100.0%	0	28,000
Repair & Maint-Equipment	115,085	112,015	73,619	90,000	90,000	0	90,000	Sewer	0.0%	100.0%	0	90,000
Repair & Maint Vehicles	15,678	15,370	13,278	25,000	25,000	0	25,000	Sewer	0.0%	100.0%	0	25,000
Repair & Maint-Infrastructure	0	35,321	73,397	100,000	125,000	0	125,000	Sewer	0.0%	100.0%	0	125,000
Licenses and Permits	1,596	400	929	1,000	1,500	0	1,500	Sewer	0.0%	100.0%	0	1,500
Office Supplies	922	545	961	2,560	1,200	0	1,200	Sewer	0.0%	100.0%	0	1,200
Operating Supplies	26,435	28,540	29,935	30,462	35,000	0	35,000	Sewer	0.0%	100.0%	0	35,000
Uniforms	5,034	2,753	3,633	5,000	5,000	0	5,000	Sewer	0.0%	100.0%	0	5,000
Tools, Small Equipment	3,367	5,806	3,252	6,000	6,000	0	6,000	Sewer	0.0%	100.0%	0	6,000
Chemicals & Chlorine Gas	120,293	146,143	178,520	225,000	250,000	0	250,000	Sewer	0.0%	100.0%	0	250,000
Laboratory Analysis	15,696	18,735	18,431	20,000	25,000	0	25,000	Sewer	0.0%	100.0%	0	25,000
Gas & Oil	20,463	19,956	25,701	25,000	35,000	0	35,000	Sewer	0.0%	100.0%	0	35,000

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Operating Budget

Description	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Adjustments	FY 2023	Allocation Percentage			FY 2023 Allocation Amount	
	Actual	Actual	Actual	Amended Budget	Budget Amount		Adjusted	Method	Water	Sewer	Water	Sewer
Memberships/Dues	1,050	1,620	1,590	1,600	1,800	0	1,800	Sewer	0.0%	100.0%	0	1,800
Training	8,697	5,131	5,651	10,000	15,000	0	15,000	Sewer	0.0%	100.0%	0	15,000
Depreciation Expense	1,584,024	1,611,851	1,998,055	0	0	0	0	Sewer	0.0%	100.0%	0	0
E20 Sub Totals:	\$2,404,201	\$2,479,426	\$2,908,597	\$1,496,122	\$1,934,470	\$0	\$1,934,470				\$0	\$1,934,500
Capital Outlay												
Land Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Sewer	0.0%	100.0%	\$0	\$0
Buildings/Bldg Improvements	0	0	0	0	0	0	0	Sewer	0.0%	100.0%	0	0
Machinery and Equipment	125,126	136,419	347,092	131,153	20,000	(20,000)	0	Sewer	0.0%	100.0%	0	0
Capital Purchases Inventory	10,989	4,550	12,013	23,326	20,000	(20,000)	0	Sewer	0.0%	100.0%	0	0
Infrastructure	3,608,870	2,379,135	6,147,898	10,433,547	13,530,000	(13,530,000)	0	Sewer	0.0%	100.0%	0	0
E40 Sub Totals:	\$3,744,985	\$2,520,104	\$6,507,003	\$10,588,026	\$13,570,000	(\$13,570,000)	\$0				\$0	\$0
Dept 3500 Sub Totals:	\$7,121,958	\$5,949,315	\$10,411,531	\$13,160,372	\$16,594,097	(\$13,570,000)	\$3,024,097				\$0	\$3,024,100
Expense Totals:	\$12,238,612	\$11,056,364	\$15,893,115	\$25,309,986	\$30,027,676	(\$21,940,267)	\$8,087,409				\$3,374,100	\$4,714,100

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Water Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Utility Administration							
Personnel Services							
Salaries	\$66,900	Labor	\$69,000	\$71,100	\$73,300	\$75,500	\$77,800
Fica Taxes	4,100	Labor	4,300	4,500	4,700	4,900	5,100
Medicare Taxes	1,000	Labor	1,100	1,200	1,300	1,400	1,500
Retirement Contributions	16,400	Labor	16,900	17,500	18,100	18,700	19,300
Group Health	15,300	Ins-Health	16,100	17,000	17,900	18,800	19,800
Worker's Compensation	1,100	Labor	1,200	1,300	1,400	1,500	1,600
E10 Sub Totals:	\$104,800		\$108,600	\$112,600	\$116,700	\$120,800	\$125,100
Operating Expenditures							
Professional Services	\$33,800	Inflation	\$34,900	\$35,800	\$36,700	\$37,700	\$38,700
Pro. Svcs. - Software & Support	47,000	Inflation	48,500	49,800	51,100	52,400	53,800
Contractual Services	54,000	Inflation	55,700	57,100	58,600	60,100	61,700
Telephone	500	Inflation	600	700	800	900	1,000
Freight and Postage Services	100	Inflation	200	300	400	500	600
Copy Machine Leases	600	Inflation	700	800	900	1,000	1,100
Property and Casualty Insurance	8,800	Inflation	9,100	9,400	9,700	10,000	10,300
Repair & Maint Vehicles	200	Maintenance	300	400	500	600	700
Office Supplies	300	Inflation	400	500	600	700	800
Operating Supplies	500	Inflation	600	700	800	900	1,000
Gas & Oil	200	Inflation	300	400	500	600	700
Memberships/Dues	500	Inflation	600	700	800	900	1,000
Training	2,300	Inflation	2,400	2,500	2,600	2,700	2,800
Depreciation Expense	0	Inflation	0	0	0	0	0
E20 Sub Totals:	\$148,800		\$154,300	\$159,100	\$164,000	\$169,000	\$174,200
Capital Outlay							
Machinery and Equipment	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Debt Service							
Loan Principal/Int Wwtp	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Loan Suntrust Bond Refinance	0	N/A	0	0	0	0	0
Loan Wwtp Expan/Upd	0	N/A	0	0	0	0	0
BB&T Fathom Loan	0	N/A	0	0	0	0	0
Defer Bond Issue Cost/Loss	0	N/A	0	0	0	0	0
Bond Issuance Cost	0	N/A	0	0	0	0	0
E50 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Transfers							
Administrative Transfer Gf	\$433,300	Input	\$444,000	\$461,700	\$480,100	\$499,100	\$519,100
Admin Transfer-GF Special	0	Inflation	0	0	0	0	0
Adminstrative Transfer Af	117,400	Inflation	121,000	124,100	127,300	130,500	133,800
Trf To Water Reuse Reserve	0	Inflation	0	0	0	0	0
Trf To Wa/Sw Connection Fees	0	Inflation	0	0	0	0	0
PILOT	0	Inflation	0	0	0	0	0
E70 Sub Totals:	\$550,700		\$565,000	\$585,800	\$607,400	\$629,600	\$652,900
Reserves & Non-Operating Exp							
Undesigned Wwtp Loan Proc	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Contingency	0	N/A	0	0	0	0	0
Reserve for Grant Match	0	N/A	0	0	0	0	0
Reserve Accumulated Hours	0	N/A	0	0	0	0	0
Reserve for CBF	0	N/A	0	0	0	0	0
Reserve-Water Reuse	0	N/A	0	0	0	0	0
Reserve-Water Connection Fees	0	N/A	0	0	0	0	0
Reserve-Sewer Connection Fees	0	N/A	0	0	0	0	0

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Water Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Reserve-Other Restricted Funds	0	N/A	0	0	0	0	0
E90 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 3000 Sub Totals:	\$804,300		\$827,900	\$857,500	\$888,100	\$919,400	\$952,200
Utility Billing							
Personnel Services							
Salaries	\$108,000	Labor	\$111,300	\$114,700	\$118,200	\$121,800	\$125,500
Overtime	300	Labor	400	500	600	700	800
Additional Personnel	0	Input	0	0	0	0	0
Fica Taxes	6,700	Labor	7,000	7,300	7,600	7,900	8,200
Medicare Taxes	1,600	Labor	1,700	1,800	1,900	2,000	2,100
Retirement Contributions	12,700	Labor	13,100	13,500	14,000	14,500	15,000
Group Health	25,700	Ins-Health	27,000	28,400	29,900	31,400	33,000
Worker's Compensation	200	Labor	300	400	500	600	700
E10 Sub Totals:	\$155,200		\$160,800	\$166,600	\$172,700	\$178,900	\$185,300
Operating Expenditures							
Medical Services	\$200	Inflation	\$300	\$400	\$500	\$600	\$700
Professional Services	5,800	Inflation	6,000	6,200	6,400	6,600	6,800
Contractual Services	377,000	Inflation	388,400	145,000	148,700	152,500	156,400
Processing Fees Credit Cards	78,300	Inflation	80,700	82,800	84,900	87,100	89,300
Telephone	1,500	Inflation	1,600	1,700	1,800	1,900	2,000
Freight and Postage Services	52,200	Constant	52,200	52,200	52,200	52,200	52,200
Property and Casualty Insurance	6,400	Inflation	6,600	6,800	7,000	7,200	7,400
Copy Machine Leases	800	Inflation	900	1,000	1,100	1,200	1,300
Office Supplies	300	Inflation	400	500	600	700	800
Operating Supplies	300	Inflation	400	500	600	700	800
Software	0	Inflation	0	0	0	0	0
Training	1,700	Inflation	1,800	1,900	2,000	2,100	2,200
E20 Sub Totals:	\$524,500		\$539,300	\$299,000	\$305,800	\$312,800	\$319,900
Capital Outlay							
Machinery and Equipment	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 1300 Sub Totals:	\$679,700		\$700,100	\$465,600	\$478,500	\$491,700	\$505,200
Water							
Personnel Services							
Salaries	\$591,300	Labor	\$609,100	\$627,400	\$646,300	\$665,700	\$685,700
Additional Personnel	0	Input	55,700	57,400	59,200	61,000	62,900
Overtime	30,000	Labor	30,900	31,900	32,900	33,900	35,000
Fica Taxes	36,700	Labor	37,900	39,100	40,300	41,600	42,900
Medicare Taxes	8,600	Labor	8,900	9,200	9,500	9,800	10,100
Retirement Contributions	68,800	Labor	70,900	73,100	75,300	77,600	80,000
Group Health	232,200	Ins-Health	243,900	256,100	269,000	282,500	296,700
Worker's Compensation	20,700	Labor	21,400	22,100	22,800	23,500	24,300
E10 Sub Totals:	\$988,300		\$1,078,700	\$1,116,300	\$1,155,300	\$1,195,600	\$1,237,600
Operating Expenditures							
Medical Services	\$200	Inflation	\$300	\$400	\$500	\$600	\$700
Laboratory Analysis	50,000	Inflation	51,500	52,800	54,200	55,600	57,000
Professional Services	150,000	Inflation	154,500	158,400	162,400	166,500	170,700
Contractual Services	95,000	Inflation	97,900	100,400	103,000	105,600	108,300
Water Tank Maintenance	40,000	Maintenance	41,200	42,500	43,800	45,200	46,600
Property Tax	200	Inflation	300	400	500	600	700
Telephone	25,000	Inflation	25,800	26,500	27,200	27,900	28,600
Freight and Postage Services	500	Inflation	600	700	800	900	1,000

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Water Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Electricity	140,000	W Prod	146,000	151,500	157,200	163,200	169,400
Water & Sewer Expense	200	Inflation	300	400	500	600	700
Refuse Removal	0	Inflation	0	0	0	0	0
Leases & Rentals	1,000	Inflation	1,100	1,200	1,300	1,400	1,500
Copy Machine Leases	500	Inflation	600	700	800	900	1,000
Property and Casualty Insurance	40,200	Inflation	41,500	42,600	43,700	44,800	46,000
Repair & Maint-Buildings	4,000	Maintenance	4,200	4,400	4,600	4,800	5,000
Repair & Maint-Equipment	45,000	Maintenance	46,400	47,800	49,300	50,800	52,400
Repair & Maint Vehicles	18,000	Maintenance	18,600	19,200	19,800	20,400	21,100
Repair & Maint-Water Lines	150,000	Maintenance	154,500	159,200	164,000	169,000	174,100
Licenses and Permits	2,000	Inflation	2,100	2,200	2,300	2,400	2,500
Office Supplies	3,000	Inflation	3,100	3,200	3,300	3,400	3,500
Operating Supplies	48,000	Inflation	49,500	50,800	52,100	53,500	54,900
Uniforms	4,000	Inflation	4,200	4,400	4,600	4,800	5,000
Tools, Small Equipment	8,000	Inflation	8,300	8,600	8,900	9,200	9,500
Chemicals & Chlorine Gas	25,000	W Prod	26,100	27,100	28,200	29,300	30,500
Gas & Oil	35,000	Inflation	36,100	37,100	38,100	39,100	40,100
Memberships/Dues	2,000	Inflation	2,100	2,200	2,300	2,400	2,500
Training	15,000	Inflation	15,500	15,900	16,300	16,800	17,300
E20 Sub Totals:	\$901,800		\$932,300	\$960,600	\$989,700	\$1,019,700	\$1,050,600
Capital Outlay							
Land Acquisition	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Buildings/Bldg Improvements	0	N/A	0	0	0	0	0
Infrastructure	0	N/A	0	0	0	0	0
Machinery and Equipment	0	N/A	0	0	0	0	0
Inventory Purchases	0	N/A	0	0	0	0	0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 3300 Sub Totals:	\$1,890,100		\$2,011,000	\$2,076,900	\$2,145,000	\$2,215,300	\$2,288,200
Wastewater							
Personnel Services							
Salaries	\$0	Labor	\$0	\$0	\$0	\$0	\$0
Overtime	0	Labor	0	0	0	0	0
Fica Taxes	0	Labor	0	0	0	0	0
Medicare Taxes	0	Labor	0	0	0	0	0
Retirement Contributions	0	Labor	0	0	0	0	0
Group Health	0	Ins-Health	0	0	0	0	0
Worker's Compensation	0	Labor	0	0	0	0	0
E10 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Operating Expenditures							
Medical Services	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
Professional Services	0	Inflation	0	0	0	0	0
Contractual Services	0	Inflation	0	0	0	0	0
Contractual Hauling	0	WW Flow	0	0	0	0	0
Property Tax	0	Inflation	0	0	0	0	0
Telephone	0	Inflation	0	0	0	0	0
Freight and Postage Services	0	Inflation	0	0	0	0	0
Electricity	0	WW Flow	0	0	0	0	0
Water & Sewer Expense	0	Inflation	0	0	0	0	0
Refuse Removal	0	Inflation	0	0	0	0	0
Copy Machine Leases	0	Inflation	0	0	0	0	0
Property and Casualty Insurance	0	Inflation	0	0	0	0	0
Repair & Maint-Buildings	0	Maintenance	0	0	0	0	0
Repair & Maint-Equipment	0	Maintenance	0	0	0	0	0
Repair & Maint Vehicles	0	Maintenance	0	0	0	0	0

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Water Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Repair & Maint-Infrastructure	0	Maintenance	0	0	0	0	0
Licenses and Permits	0	Inflation	0	0	0	0	0
Office Supplies	0	Inflation	0	0	0	0	0
Operating Supplies	0	Inflation	0	0	0	0	0
Uniforms	0	Inflation	0	0	0	0	0
Tools, Small Equipment	0	Inflation	0	0	0	0	0
Chemicals & Chlorine Gas	0	WW Flow	0	0	0	0	0
Laboratory Analysis	0	Inflation	0	0	0	0	0
Gas & Oil	0	Inflation	0	0	0	0	0
Memberships/Dues	0	Inflation	0	0	0	0	0
Training	0	Inflation	0	0	0	0	0
Depreciation Expense	0	Inflation	0	0	0	0	0
E20 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Capital Outlay							
Land Acquisition	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Buildings/Bldg Improvements	0	N/A	0	0	0	0	0
Machinery and Equipment	0	N/A	0	0	0	0	0
Capital Purchases Inventory	0	N/A	0	0	0	0	0
Infrastructure	0	N/A	0	0	0	0	0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 3500 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Expense Totals:	\$3,374,100		\$3,539,000	\$3,400,000	\$3,511,600	\$3,626,400	\$3,745,600

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Sewer Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Utility Administration							
Personnel Services							
Salaries	\$81,800	Labor	\$84,300	\$86,900	\$89,600	\$92,300	\$95,100
Fica Taxes	5,100	Labor	5,300	5,500	5,700	5,900	6,100
Medicare Taxes	1,200	Labor	1,300	1,400	1,500	1,600	1,700
Retirement Contributions	20,100	Labor	20,800	21,500	22,200	22,900	23,600
Group Health	18,700	Ins-Health	19,700	20,700	21,800	22,900	24,100
Worker's Compensation	1,300	Labor	1,400	1,500	1,600	1,700	1,800
E10 Sub Totals:	\$128,200		\$132,800	\$137,500	\$142,400	\$147,300	\$152,400
Operating Expenditures							
Professional Services	\$41,300	Inflation	\$42,600	\$43,700	\$44,800	\$46,000	\$47,200
Pro. Svcs. - Software & Support	57,400	Inflation	59,200	60,700	62,300	63,900	65,500
Contractual Services	66,000	Inflation	68,000	69,700	71,500	73,300	75,200
Telephone	600	Inflation	700	800	900	1,000	1,100
Freight and Postage Services	100	Inflation	200	300	400	500	600
Copy Machine Leases	800	Inflation	900	1,000	1,100	1,200	1,300
Property and Casualty Insurance	10,800	Inflation	11,200	11,500	11,800	12,100	12,500
Repair & Maint Vehicles	300	Maintenance	400	500	600	700	800
Office Supplies	400	Inflation	500	600	700	800	900
Operating Supplies	600	Inflation	700	800	900	1,000	1,100
Gas & Oil	300	Inflation	400	500	600	700	800
Memberships/Dues	600	Inflation	700	800	900	1,000	1,100
Training	2,800	Inflation	2,900	3,000	3,100	3,200	3,300
Depreciation Expense	0	Inflation	0	0	0	0	0
E20 Sub Totals:	\$182,000		\$188,400	\$193,900	\$199,600	\$205,400	\$211,400
Capital Outlay							
Machinery and Equipment	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Debt Service							
Loan Principal/Int Wwtp	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Loan Suntrust Bond Refinance	0	N/A	0	0	0	0	0
Loan Wwtp Expan/Upd	0	N/A	0	0	0	0	0
BB&T Fathom Loan	0	N/A	0	0	0	0	0
Defer Bond Issue Cost/Loss	0	N/A	0	0	0	0	0
Bond Issuance Cost	0	N/A	0	0	0	0	0
E50 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Transfers							
Administrative Transfer Gf	\$770,200	Input	\$797,500	\$827,200	\$857,900	\$889,600	\$923,000
Admin Transfer-GF Special	0	Inflation	0	0	0	0	0
Administrative Transfer Af	117,400	Inflation	121,000	124,100	127,300	130,500	133,800
Trf To Water Reuse Reserve	0	Inflation	0	0	0	0	0
Trf To Wa/Sw Connection Fees	0	Inflation	0	0	0	0	0
PILOT	0	Inflation	0	0	0	0	0
E70 Sub Totals:	\$887,600		\$918,500	\$951,300	\$985,200	\$1,020,100	\$1,056,800
Reserves & Non-Operating Exp							
Undesigned Wwtp Loan Proc	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Contingency	0	N/A	0	0	0	0	0
Reserve for Grant Match	0	N/A	0	0	0	0	0
Reserve Accumulated Hours	0	N/A	0	0	0	0	0
Reserve for CBF	0	N/A	0	0	0	0	0
Reserve-Water Reuse	0	N/A	0	0	0	0	0
Reserve-Water Connection Fees	0	N/A	0	0	0	0	0
Reserve-Sewer Connection Fees	0	N/A	0	0	0	0	0

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Sewer Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Reserve-Other Restricted Funds	0	N/A	0	0	0	0	0
E90 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 3000 Sub Totals:	\$1,197,800		\$1,239,700	\$1,282,700	\$1,327,200	\$1,372,800	\$1,420,600
Utility Billing							
Personnel Services							
Salaries	\$78,200	Labor	\$80,600	\$83,100	\$85,600	\$88,200	\$90,900
Overtime	200	Labor	300	400	500	600	700
Additional Personnel	0	Input	0	0	0	0	0
Fica Taxes	4,800	Labor	5,000	5,200	5,400	5,600	5,800
Medicare Taxes	1,100	Labor	1,200	1,300	1,400	1,500	1,600
Retirement Contributions	9,200	Labor	9,500	9,800	10,100	10,500	10,900
Group Health	18,600	Ins-Health	19,600	20,600	21,700	22,800	24,000
Worker's Compensation	100	Labor	200	300	400	500	600
E10 Sub Totals:	\$112,200		\$116,400	\$120,700	\$125,100	\$129,700	\$134,500
Operating Expenditures							
Medical Services	\$100	Inflation	\$200	\$300	\$400	\$500	\$600
Professional Services	4,200	Inflation	4,400	4,600	4,800	5,000	5,200
Contractual Services	273,000	Inflation	281,200	105,000	107,700	110,400	113,200
Processing Fees Credit Cards	56,700	Inflation	58,500	60,000	61,500	63,100	64,700
Telephone	1,100	Inflation	1,200	1,300	1,400	1,500	1,600
Freight and Postage Services	37,800	Constant	37,800	37,800	37,800	37,800	37,800
Property and Casualty Insurance	4,600	Inflation	4,800	5,000	5,200	5,400	5,600
Copy Machine Leases	600	Inflation	700	800	900	1,000	1,100
Office Supplies	300	Inflation	400	500	600	700	800
Operating Supplies	300	Inflation	400	500	600	700	800
Software	0	Inflation	0	0	0	0	0
Training	1,300	Inflation	1,400	1,500	1,600	1,700	1,800
E20 Sub Totals:	\$380,000		\$391,000	\$217,300	\$222,500	\$227,800	\$233,200
Capital Outlay							
Machinery and Equipment	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 1300 Sub Totals:	\$492,200		\$507,400	\$338,000	\$347,600	\$357,500	\$367,700
Water							
Personnel Services							
Salaries	\$0	Labor	\$0	\$0	\$0	\$0	\$0
Overtime	0	Labor	0	0	0	0	0
Fica Taxes	0	Labor	0	0	0	0	0
Medicare Taxes	0	Labor	0	0	0	0	0
Retirement Contributions	0	Labor	0	0	0	0	0
Group Health	0	Ins-Health	0	0	0	0	0
Worker's Compensation	0	Labor	0	0	0	0	0
E10 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Operating Expenditures							
Medical Services	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
Laboratory Analysis	0	Inflation	0	0	0	0	0
Professional Services	0	Inflation	0	0	0	0	0
Contractual Services	0	Inflation	0	0	0	0	0
Water Tank Maintenance	0	Maintenance	0	0	0	0	0
Property Tax	0	Inflation	0	0	0	0	0
Telephone	0	Inflation	0	0	0	0	0
Freight and Postage Services	0	Inflation	0	0	0	0	0
Electricity	0	W Prod	0	0	0	0	0

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Sewer Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Water & Sewer Expense	0	Inflation	0	0	0	0	0
Refuse Removal	0	Inflation	0	0	0	0	0
Leases & Rentals	0	Inflation	0	0	0	0	0
Copy Machine Leases	0	Inflation	0	0	0	0	0
Property and Casualty Insurance	0	Inflation	0	0	0	0	0
Repair & Maint-Buildings	0	Maintenance	0	0	0	0	0
Repair & Maint-Equipment	0	Maintenance	0	0	0	0	0
Repair & Maint Vehicles	0	Maintenance	0	0	0	0	0
Repair & Maint-Water Lines	0	Maintenance	0	0	0	0	0
Licenses and Permits	0	Inflation	0	0	0	0	0
Office Supplies	0	Inflation	0	0	0	0	0
Operating Supplies	0	Inflation	0	0	0	0	0
Uniforms	0	Inflation	0	0	0	0	0
Tools, Small Equipment	0	Inflation	0	0	0	0	0
Chemicals & Chlorine Gas	0	W Prod	0	0	0	0	0
Gas & Oil	0	Inflation	0	0	0	0	0
Memberships/Dues	0	Inflation	0	0	0	0	0
Training	0	Inflation	0	0	0	0	0
E20 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Capital Outlay							
Land Acquisition	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Buildings/Bldg Improvements	0	N/A	0	0	0	0	0
Infrastructure	0	N/A	0	0	0	0	0
Machinery and Equipment	0	N/A	0	0	0	0	0
Inventory Purchases	0	N/A	0	0	0	0	0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 3300 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Wastewater							
Personnel Services							
Salaries	\$719,000	Labor	\$740,600	\$762,900	\$785,800	\$809,400	\$833,700
Additional Personnel	0	Input	52,400	54,000	55,700	57,400	59,200
Overtime	50,000	Labor	51,500	53,100	54,700	56,400	58,100
Fica Taxes	44,600	Labor	46,000	47,400	48,900	50,400	52,000
Medicare Taxes	10,400	Labor	10,800	11,200	11,600	12,000	12,400
Retirement Contributions	77,500	Labor	79,900	82,300	84,800	87,400	90,100
Group Health	170,700	Ins-Health	179,300	188,300	197,800	207,700	218,100
Worker's Compensation	17,400	Labor	18,000	18,600	19,200	19,800	20,400
E10 Sub Totals:	\$1,089,600		\$1,178,500	\$1,217,800	\$1,258,500	\$1,300,500	\$1,344,000
Operating Expenditures							
Medical Services	\$500	Inflation	\$600	\$700	\$800	\$900	\$1,000
Professional Services	500,000	Inflation	50,000	51,300	52,600	54,000	55,400
Contractual Services	500	Inflation	600	700	800	900	1,000
Contractual Hauling	95,000	WW Flow	98,900	102,500	106,100	109,900	113,800
Property Tax	100	Inflation	200	300	400	500	600
Telephone	12,000	Inflation	12,400	12,800	13,200	13,600	14,000
Freight and Postage Services	500	Inflation	600	700	800	900	1,000
Electricity	400,000	WW Flow	416,200	431,100	446,200	461,800	478,200
Water & Sewer Expense	12,000	Inflation	12,400	12,800	13,200	13,600	14,000
Refuse Removal	6,000	Inflation	6,200	6,400	6,600	6,800	7,000
Copy Machine Leases	0	Inflation	0	0	0	0	0
Property and Casualty Insurance	264,400	Inflation	272,400	279,300	286,300	293,500	300,900
Repair & Maint-Buildings	28,000	Maintenance	28,900	29,800	30,700	31,700	32,700
Repair & Maint-Equipment	90,000	Maintenance	92,700	95,500	98,400	101,400	104,500
Repair & Maint Vehicles	25,000	Maintenance	25,800	26,600	27,400	28,300	29,200

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Sewer Operating Budget Projections

Description	Adjusted FY	Escalation	Fiscal Year Ending September 30,				
	2023	Factor	2024	2025	2026	2027	2028
Repair & Maint-Infrastructure	125,000	Maintenance	128,800	132,700	136,700	140,900	145,200
Licenses and Permits	1,500	Inflation	1,600	1,700	1,800	1,900	2,000
Office Supplies	1,200	Inflation	1,300	1,400	1,500	1,600	1,700
Operating Supplies	35,000	Inflation	36,100	37,100	38,100	39,100	40,100
Uniforms	5,000	Inflation	5,200	5,400	5,600	5,800	6,000
Tools, Small Equipment	6,000	Inflation	6,200	6,400	6,600	6,800	7,000
Chemicals & Chlorine Gas	250,000	WW Flow	260,100	269,400	278,900	288,700	299,000
Laboratory Analysis	25,000	Inflation	25,800	26,500	27,200	27,900	28,600
Gas & Oil	35,000	Inflation	36,100	37,100	38,100	39,100	40,100
Memberships/Dues	1,800	Inflation	1,900	2,000	2,100	2,200	2,300
Training	15,000	Inflation	15,500	15,900	16,300	16,800	17,300
Depreciation Expense	0	Inflation	0	0	0	0	0
E20 Sub Totals:	\$1,934,500		\$1,536,500	\$1,586,100	\$1,636,400	\$1,688,600	\$1,742,600
Capital Outlay							
Land Acquisition	\$0	N/A	\$0	\$0	\$0	\$0	\$0
Buildings/Bldg Improvements	0	N/A	0	0	0	0	0
Machinery and Equipment	0	N/A	0	0	0	0	0
Capital Purchases Inventory	0	N/A	0	0	0	0	0
Infrastructure	0	N/A	0	0	0	0	0
E40 Sub Totals:	\$0		\$0	\$0	\$0	\$0	\$0
Dept 3500 Sub Totals:	\$3,024,100		\$2,715,000	\$2,803,900	\$2,894,900	\$2,989,100	\$3,086,600
Expense Totals:	\$4,714,100		\$4,462,100	\$4,424,600	\$4,569,700	\$4,719,400	\$4,874,900

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Capital Improvement Program - Inflated

Project Description	Funding	Fiscal Year						TOTAL
	Source	2023	2024	2025	2026	2027	2028	
Annual CIP Inflation Percentage		0.0%	3.0%	2.5%	2.5%	2.5%	2.5%	
Cumulative CIP Inflation Percentage		0.0%	3.0%	5.6%	8.2%	10.9%	13.7%	

Water Projects

New Well Construction	W_Capacity Fees	\$0	\$257,500	\$1,583,600	\$0	\$0	\$0	\$1,841,100
12" Water, Chancey/CR39 Copeland to Tucker	W_Capacity Fees	2,000,000	0	0	0	0	0	2,000,000
8" Water Main Extension, Alston Ave to Tucker Road along Gall Blvd	W_Capacity Fees	800,000	0	0	0	0	0	800,000
8" Water Main Extension, Eiland Blvd./ Massey Rd. to Fort King Rd.	W_Capacity Fees	800,000	0	0	0	0	0	800,000
Hidden River Tie in	Reserves	0	0	316,700	0	0	0	316,700
Sunburst Water System	W_SRF_2024	0	1,030,000	0	0	0	0	1,030,000
Pressure issues north	Reserves	0	0	0	0	0	0	0
Water Line Renewals & Replacement	W_Pay-Go	200,000	206,000	211,200	216,400	221,800	227,400	1,282,800
FDOT One-way Pairs Utility Relocation	W_Pay-Go	0	0	0	0	0	0	0
8" Water Main Extension Palm Grove Dr./Autumn Palm Dr. to 301	W_Capacity Fees	0	0	527,900	0	0	0	527,900
SWFWMD Permit Mod's	W_Pay-Go	100,000	0	158,400	0	166,400	227,400	652,200
Well Rehab	W_Pay-Go	70,000	103,000	105,600	108,200	110,900	113,700	611,400
New Water Department, Design, Engineering, Buildings, Construction, etc	W_SRF_2024	0	3,605,000	0	0	0	0	3,605,000
Well Building Rehab/Replacement	W_SRF_2024	0	824,000	0	0	0	0	824,000
Well Building Evaluation	W_Pay-Go	100,000	0	0	0	0	0	100,000
Equipment, Vehicles	W_Pay-Go	243,000	103,000	105,600	108,200	110,900	113,700	784,400
Inventory Purchases from the Operating Budget	W_Pay-Go	500,000	515,000	527,900	541,100	554,600	568,500	3,207,100

Utility Billing Projects

Capital Outlay from the Operating Budget	Reserves	200,000	0	0	0	0	0	200,000
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Sewer Projects

12" Reclaimed Water Interconnect with Pasco County. CR54/Dairy to Simons Rd. Along Eiland Blvd.	Reserves	1,000,000	0	0	0	0	0	1,000,000
12" Reclaimed Water Interconnect with Pasco County. CR54/Dairy to Simons Rd. Along Eiland Blvd. (Grant)	Grant	1,000,000	0	0	0	0	0	1,000,000
12" Reclaimed Water Main Wire Rd and Otis Allen to Scotland Yards Golf Course	S_SRF_2026	0	0	0	0	2,218,400	0	2,218,400
Major LS and Force Main, 23rd/Otis Allen to CR35 to Chancey/CR54	S_Capacity Fees	1,500,000	0	0	0	0	0	1,500,000
Major LS and Force Main, 23rd/Otis Allen to CR35 to Chancey/CR54 (Grant)	Grant	6,500,000	0	0	0	0	0	6,500,000
Main Force Main to the WWTP	S_SRF_2023	0	3,090,000	0	0	0	0	3,090,000
Effluent Pump Station Upgrade	S_SRF_2023	1,000,000	0	0	0	0	0	1,000,000
Lift Station at WWTP	Reserves	0	154,500	0	0	0	0	154,500
Force Main from Pretty Pond and 23rd St, east to Forbes, south to CR54, and east to LS 63	S_SRF_2026	0	0	0	0	0	1,136,900	1,136,900
Crystal Springs Water Quality Improvement	S_SRF_2026	0	0	0	4,328,600	0	0	4,328,600
Crystal Springs Water Quality Improvement (Grant)	Grant	0	0	0	0	0	0	0
WWTP SCADA System Upgrade	S_Pay-Go	25,000	25,800	26,400	27,100	27,700	28,400	160,400
Septic to Sewer Projects	S_SRF_2023	650,000	1,030,000	1,055,800	0	0	0	2,735,800
Septic to Sewer Projects (Grant)	Grant	650,000	1,030,000	1,055,800	0	0	0	2,735,800
WWTP Permit Renewal Exp 2022	S_Pay-Go	75,000	0	0	0	0	0	75,000
System Evaluation and Mapping	S_Pay-Go	100,000	103,000	105,600	108,200	110,900	113,700	641,400
Sewer Line Renewal and Replacement	S_Pay-Go	300,000	309,000	316,700	324,600	332,800	341,100	1,924,200
Sewer Manhole Major Rehabilitation	S_Pay-Go	200,000	206,000	211,200	216,400	221,800	227,400	1,282,800
Lift Station Alarm Upgrades	S_Pay-Go	70,000	72,100	73,900	75,800	83,200	85,300	460,300
Lift Station Major Rehabilitation	S_Pay-Go	300,000	309,000	316,700	324,600	332,800	341,100	1,924,200
Lift Station Generators	S_Pay-Go	125,000	128,800	132,000	162,300	166,400	170,500	885,000
Digester Rehab	S_Pay-Go	0	0	211,200	0	0	0	211,200
WWTP Generator Replacement & Building A under generator power	S_SRF_2023	0	875,500	0	0	0	0	875,500
Master Plan Update	Reserves	250,000	0	0	0	0	284,200	534,200
New gearbox & shaft for SHT #1	S_Pay-Go	0	154,500	0	0	0	0	154,500
Pole Barn (cover) for equip	S_Pay-Go	0	77,300	0	0	0	0	77,300
Machinery, Equipment, Vehicles	S_Pay-Go	100,000	103,000	105,600	108,200	110,900	113,700	641,400
TOTALS		\$18,858,000	\$14,312,000	\$7,147,800	\$6,649,700	\$4,769,500	\$4,093,000	\$55,830,000

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Capital Improvement Program - Inflated

Project Description	Funding	Fiscal Year						TOTAL
	Source	2023	2024	2025	2026	2027	2028	
Annual Project Funding Analysis								
Water Revenues	W_Pay-Go	\$1,213,000	\$927,000	\$1,108,700	\$973,900	\$1,164,600	\$1,250,700	\$6,637,900
Sewer Revenues	S_Pay-Go	1,295,000	1,488,500	1,499,300	1,347,200	1,386,500	1,421,200	8,437,700
Utility Operating Reserves	Reserves	1,450,000	154,500	316,700	0	0	284,200	2,205,400
Unfunded Projects	Unfunded	0	0	0	0	0	0	0
Water Capacity Fees	W_Capacity Fees	3,600,000	257,500	2,111,500	0	0	0	5,969,000
Sewer Capacity Fees	S_Capacity Fees	1,500,000	0	0	0	0	0	1,500,000
Clean Water SRF Loan WW510550	2022 SRF Loan	0	0	0	0	0	0	0
2023 Drinking Water SRF Loan	W_SRF_2023	0	0	0	0	0	0	0
2023 Clean Water SRF Loan	S_SRF_2023	1,650,000	4,995,500	1,055,800	0	0	0	7,701,300
2024 Drinking Water SRF Loan	W_SRF_2024	0	5,459,000	0	0	0	0	5,459,000
2026 Clean Water SRF Loan	S_SRF_2026	0	0	0	4,328,600	2,218,400	1,136,900	7,683,900
2024 Revenue Bond Issue	2024 Rev Bond	0	0	0	0	0	0	0
Other	Other	0	0	0	0	0	0	0
Grant	Grant	8,150,000	1,030,000	1,055,800	0	0	0	10,235,800
Total Funding Sources		\$18,858,000	\$14,312,000	\$7,147,800	\$6,649,700	\$4,769,500	\$4,093,000	\$55,830,000

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Projected Water Revenue Requirements

Description	Projected Fiscal Year Ending September 30,					
	2023	2024	2025	2026	2027	2028
Operating Expenses	\$3,374,100	\$3,539,000	\$3,400,000	\$3,511,600	\$3,626,400	\$3,745,600
Debt Service						
Clean Water SRF Loan WW805020	\$0	\$0	\$0	\$0	\$0	\$0
Clean Water SRF Loan WW805030	0	0	0	0	0	0
Clean Water SRF Loan WW510531	0	0	0	0	0	0
Clean Water SRF Loan WW510550	0	0	0	0	0	0
Proposed Debt Service	0	0	379,500	379,500	379,500	379,500
Total Debt Service	\$0	\$0	\$379,500	\$379,500	\$379,500	\$379,500
Other Expenditures						
Series 2016 BB&T Lease	\$427,990	\$427,990	\$427,990	\$427,990	\$0	\$0
CIP Funding	1,213,000	927,000	1,108,700	973,900	1,164,600	1,250,700
Placeholder for other expenditures	0	0	0	0	0	0
Total Other Expenditures	\$1,640,990	\$1,354,990	\$1,536,690	\$1,401,890	\$1,164,600	\$1,250,700
Total Gross Water Revenue Requirements	\$5,015,090	\$4,893,990	\$5,316,190	\$5,292,990	\$5,170,500	\$5,375,800
Less Revenues from Other Sources						
Miscellaneous Revenues	\$27,120	\$27,120	\$27,120	\$27,120	\$27,120	\$27,120
Placeholder for revenues from other sources	0	0	0	0	0	0
Transfer from Utility Operating Reserve	0	0	0	0	0	0
Net Water Revenue Requirements	\$4,987,970	\$4,866,870	\$5,289,070	\$5,265,870	\$5,143,380	\$5,348,680
Sales Revenues from Rates						
Projected Revenue from Existing Rates	\$4,248,400	\$4,310,700	\$4,372,400	\$4,435,900	\$4,499,400	\$4,565,100
Total Revenue from Prior Increase	0	0	131,200	247,300	369,600	498,500
Total Revenue Before Current Year Adjustment	\$4,248,400	\$4,310,700	\$4,503,600	\$4,683,200	\$4,869,000	\$5,063,600
Current Year Rate Adjustments						
Current Year Rate Adjustment	0.00%	3.00%	2.50%	2.50%	2.50%	2.50%
Effective Month	Jan.	Oct.	Oct.	Oct.	Oct.	Oct.
% of Current Year Effective	75%	100%	100%	100%	100%	100%
Total Revenue from Current Year Adjustments	\$0	\$129,300	\$112,600	\$117,100	\$121,700	\$126,600
Annual Water Rate Revenue	\$4,248,400	\$4,440,000	\$4,616,200	\$4,800,300	\$4,990,700	\$5,190,200
Net Revenue Surplus/(Deficiency)	(\$739,570)	(\$426,870)	(\$672,870)	(\$465,570)	(\$152,680)	(\$158,480)

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Projected Sewer Revenue Requirements

Description	Projected Fiscal Year Ending September 30,					
	2023	2024	2025	2026	2027	2028
Operating Expenses	\$4,714,100	\$4,462,100	\$4,424,600	\$4,569,700	\$4,719,400	\$4,874,900
Debt Service						
Clean Water SRF Loan WW805020	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179
Clean Water SRF Loan WW805030	506,081	506,081	506,081	506,081	506,081	506,081
Clean Water SRF Loan WW510531	339,993	339,993	339,993	339,993	339,993	339,993
Clean Water SRF Loan WW510550	62,451	62,451	62,451	62,451	62,451	62,451
Proposed Debt Service	0	0	0	494,700	494,700	1,009,700
Total Debt Service	\$1,561,704	\$1,561,704	\$1,561,704	\$2,056,404	\$2,056,404	\$2,571,404
Other Expenditures						
Series 2016 BB&T Lease	\$309,924	\$309,924	\$309,924	\$309,924	\$0	\$0
CIP Funding	1,295,000	1,488,500	1,499,300	1,347,200	1,386,500	1,421,200
Placeholder for other expenditures	0	0	0	0	0	0
Total Other Expenditures	\$1,604,924	\$1,798,424	\$1,809,224	\$1,657,124	\$1,386,500	\$1,421,200
Total Gross Sewer Revenue Requirements	\$7,880,728	\$7,822,228	\$7,795,528	\$8,283,228	\$8,162,304	\$8,867,504
Less Revenues from Other Sources						
Miscellaneous Revenues	\$66,095	\$66,080	\$66,080	\$66,080	\$66,080	\$66,080
Placeholder for revenues from other sources	0	0	0	0	0	0
Transfer from Utility Operating Reserve	0	0	0	0	0	0
Net Sewer Revenue Requirements	\$7,814,633	\$7,756,148	\$7,729,448	\$8,217,148	\$8,096,224	\$8,801,424
Sales Revenues from Rates						
Projected Revenue from Existing Rates	\$7,649,800	\$7,742,400	\$7,835,000	\$7,927,700	\$8,020,200	\$8,118,000
Total Revenue from Prior Increase	0	0	235,100	442,000	658,800	886,500
Total Revenue Before Current Year Adjustment	\$7,649,800	\$7,742,400	\$8,070,100	\$8,369,700	\$8,679,000	\$9,004,500
Current Year Rate Adjustments						
Current Year Rate Adjustment	0.00%	3.00%	2.50%	2.50%	2.50%	2.50%
Effective Month	Jan.	Oct.	Oct.	Oct.	Oct.	Oct.
% of Current Year Effective	75%	100%	100%	100%	100%	100%
Total Revenue from Current Year Adjustments	\$0	\$232,300	\$201,800	\$209,200	\$217,000	\$225,100
Annual Sewer Rate Revenue	\$7,649,800	\$7,974,700	\$8,271,900	\$8,578,900	\$8,896,000	\$9,229,600
Net Revenue Surplus/(Deficiency)	(\$164,833)	\$218,552	\$542,452	\$361,752	\$799,776	\$428,176

City of Zephyrhills
2023 Utility Revenue Sufficiency Study
Combined System Projected Debt Service Coverage

Description	Projected Fiscal Year Ending September 30,					
	2023	2024	2025	2026	2027	2028
System Revenues						
Total Water Rate Revenue	\$4,248,400	\$4,440,000	\$4,616,200	\$4,800,300	\$4,990,700	\$5,190,200
Total Sewer Rate Revenue	7,649,800	7,974,700	8,271,900	8,578,900	8,896,000	9,229,600
Total Rate Revenue	\$11,898,200	\$12,414,700	\$12,888,100	\$13,379,200	\$13,886,700	\$14,419,800
Other Operating Revenues	\$93,215	\$93,200	\$93,200	\$93,200	\$93,200	\$93,200
Placeholder for other operating revenues	0	0	0	0	0	0
Total System Revenues	\$11,991,415	\$12,507,900	\$12,981,300	\$13,472,400	\$13,979,900	\$14,513,000
Operating Expenses						
Water Operating Expenses	\$3,374,100	\$3,539,000	\$3,400,000	\$3,511,600	\$3,626,400	\$3,745,600
Sewer Operating Expenses	4,714,100	4,462,100	4,424,600	4,569,700	4,719,400	4,874,900
Total Operating Expenses	\$8,088,200	\$8,001,100	\$7,824,600	\$8,081,300	\$8,345,800	\$8,620,500
Net Operating Revenue	\$3,903,215	\$4,506,800	\$5,156,700	\$5,391,100	\$5,634,100	\$5,892,500
Debt Service						
Clean Water SRF Loan WW805020	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179	\$653,179
Clean Water SRF Loan WW805030	506,081	506,081	506,081	506,081	506,081	506,081
Clean Water SRF Loan WW510531	339,993	339,993	339,993	339,993	339,993	339,993
Clean Water SRF Loan WW510550	62,451	62,451	62,451	62,451	62,451	62,451
Proposed Debt Service	0	0	379,500	874,200	874,200	1,389,200
Total Debt Service	\$1,561,704	\$1,561,704	\$1,941,204	\$2,435,904	\$2,435,904	\$2,950,904
Debt Service Coverage						
Net Revenue (Excludes Capacity Fees)	\$3,903,215	\$4,506,800	\$5,156,700	\$5,391,100	\$5,634,100	\$5,892,500
Capacity Fees	1,283,400	671,400	671,400	671,400	682,800	718,200
Available for Debt Service	\$5,186,615	\$5,178,200	\$5,828,100	\$6,062,500	\$6,316,900	\$6,610,700
Coverage Ratio Calculated	3.32	3.32	3.00	2.49	2.59	2.24
Coverage Ratio Required	1.15	1.15	1.15	1.15	1.15	1.15
Net Revenues Less Debt Service	\$2,341,511	\$2,945,096	\$3,215,496	\$2,955,196	\$3,198,196	\$2,941,596
Other Expenses/Transfers:						
Series 2016 BB&T Lease	\$737,915	\$737,915	\$737,915	\$737,915	\$0	\$0
CIP Funding	2,508,000	2,415,500	2,608,000	2,321,100	2,551,100	2,671,900
Placeholder for other expenditures	0	0	0	0	0	0
Total Other Expenses/Transfers	\$3,245,915	\$3,153,415	\$3,345,915	\$3,059,015	\$2,551,100	\$2,671,900
Net Surplus/(Deficit)	(\$904,404)	(\$208,319)	(\$130,419)	(\$103,819)	\$647,096	\$269,696

City of Zephyrhills
 2023 Utility Revenue Sufficiency Study
 Utility Fund Balance Projections

Description	Projected Fiscal Year Ending September 30,					
	2023	2024	2025	2026	2027	2028
Utility Operating Reserve						
Beginning Balance	\$6,886,482	\$4,532,079	\$4,169,260	\$3,722,141	\$3,618,323	\$4,265,419
Operating Surplus/(Deficit)	(904,404)	(208,319)	(130,419)	(103,819)	647,096	269,696
Other Transfers In	0	0	0	0	0	0
CIP Expenditures	(1,450,000)	(154,500)	(316,700)	0	0	(284,200)
Transfer to Operations	0	0	0	0	0	0
Other Transfers Out	0	0	0	0	0	0
Ending Balance	\$4,532,079	\$4,169,260	\$3,722,141	\$3,618,323	\$4,265,419	\$4,250,914
Min Target Balance (6 Months O&M Exp.)	\$4,044,100	\$4,000,600	\$3,912,300	\$4,040,700	\$4,172,900	\$4,310,300
Water & Sewer Utility Capacity Fees						
Beginning Balance	\$5,796,255	\$1,989,655	\$2,413,555	\$983,455	\$1,664,855	\$2,357,655
From New Customers	1,283,400	671,400	671,400	671,400	682,800	718,200
Interest Income	10,000	10,000	10,000	10,000	10,000	10,000
CIP Expenditures	(5,100,000)	(257,500)	(2,111,500)	0	0	0
Ending Balance	\$1,989,655	\$2,413,555	\$983,455	\$1,664,855	\$2,357,655	\$3,085,855

BUSINESS ITEMS/PUBLIC HEARING 3.4

5L Property Annexation

Second Reading. **ORDINANCE NO. 1490-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING APPROXIMATELY 12.92 ACRES (MOL) INTO THE CORPORATE LIMITS OF THE CITY OF SAID CITY DESCRIBED AS PARCEL 18-26-22-0010-00500-0000 ZEPHYRHILLS, FLORIDA, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."**

- A. Council President opens the Public Hearing
- B. Council President closes the Public Hearing
- C. City Council considers Ordinance No. 1490-24 on the Second Reading

Issue:

This is a three-pronged application for an annexation, rezoning, and future land use map amendment (FLUMA).

Background:

The parcel immediately to the north was recently annexed into the City and is the future home of Bauducco Foods facility. Bauducco Foods has no immediate plans for the subject parcel, but wants to secure the land for potential future expansion.

Attachment(s):

1. Ordinance 1490-24 5L Properties Annexation 12.92 Acres(31121861.1) (1)
2. Map for Ord. 1490-24(31236485.1) (1)
3. ANX 22-24 Staff Report 5L Properties Sept 9 2024 City Council
4. 5L Annexation Attachments CC Meeting August 12 2024

Fiscal Impact:

TBD.

Staff Recommendation:

Approval, please see Staff report

ORDINANCE NO. 1490-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING APPROXIMATELY 12.92 ACRES (MOL) INTO THE CORPORATE LIMITS OF THE CITY OF SAID CITY DESCRIBED AS PARCEL 18-26-22-0010-00500-0000 ZEPHYRHILLS, FLORIDA, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, 5L Properties, LLC, present owner of the lands hereinafter described in Section 1 below, and have requested and consented through a Petition for Annexation for approximately 12.92 acres of property (MOL) described in Section 1 below; and

WHEREAS, the City Council has determined that said property is contiguous to the municipal boundaries of the City, that the area off annexation is reasonably compact, the area will be developed for urban purposes, and currently lies within unincorporated Pasco County, and that the annexation of said property will not result in the creation of any enclave; and

WHEREAS, the City is authorized by Chapter 171.044, Florida Statutes, to annex contiguous and infill areas, and to extend the City limits upon receipt of written consent of the landowners together with the approval of the City Council after published notice and public hearings; and

WHEREAS, all other procedural and notice requirements mandated by State Law and the City's Land Development Regulations have been followed and satisfied; and

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

NOW THEREFORE, BE IT ENACTED, AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

SECTION 1: The following described lands, lying and being situate in Pasco County, Florida, is hereby annexed to and included within the boundaries of the City of Zephyrhills, Florida, and municipal corporation:

Parcel I.D. No. 18-26-22-0010-00500-0000

Legal Description: ZEPHYRHILLS COLONY COMPANY LANDS IN PLAT BOOK 1, PAGE 55, THAT PORTION OF TRACTS 5, 6 AND 12 LYING WEST OF R/W OF ZEPHYRHILLS BY-PASS IN SECTION 18, TOWNSHIP 26 SOUTH, RANGE 22 EAST, PASCO COUNTY, FLORIDA.

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

SECTION 3: The City of Zephyrhills, Florida is authorized by the legislature of the State of Florida, pursuant to Section 177.044, Florida Statutes, and pursuant to the Charter of the City of Zephyrhills, to annex contiguous and infill areas and to extend the City limits or territorial boundaries upon receipt of a written consent of all owners of land contained in the area to be

annexed, together with the approval of the City Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

SECTION 4: Upon this Ordinance becoming effective, the property Owners of said property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property Owners of the City of Zephyrhills, Florida as further provided in Chapter 171.044, Florida Statutes, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Zephyrhills, Florida and the provisions of said Chapter 171.044, Florida Statutes.

SECTION 5: It is the intention of the City Council of the City of Zephyrhills, Florida by passage of this Ordinance to annex the above-described lands to said City within its territorial limits and the boundary lines of said City are hereby redefined and extended so as to include said area of land within its territorial limits upon the final passage of this Ordinance.

SECTION 6: Within seven (7) days after adoption, the City Clerk shall file a certified copy of the Ordinance, together with a map which clearly shows the annexed area, with the Clerk of the Courts of Pasco County, Florida; the Chairman of the Board of County Commissioners of Pasco County, Florida; the Property Appraiser of Pasco County, Florida; and the Department of State, Secretary of State, State of Florida, pursuant to Section 171.044, Florida Statutes.

SECTION 7: The provisions of this ordinance are declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, this decision shall not affect the validity of the remaining section, sentences, clause and phrases of this ordinance, which shall remain in effect it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8: Any ordinance in conflict with this ordinance is hereby repealed by implication.

SECTION 9: The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Zephyrhills.

SECTION 10: This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1490-24 was introduced, read, and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 9th day of September 2024.

Attest:

Ricardo Quinones, Acting City Clerk

Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1490-24 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 23rd day of September 2024.

Attest:

Ricardo Quinones, Acting City Clerk

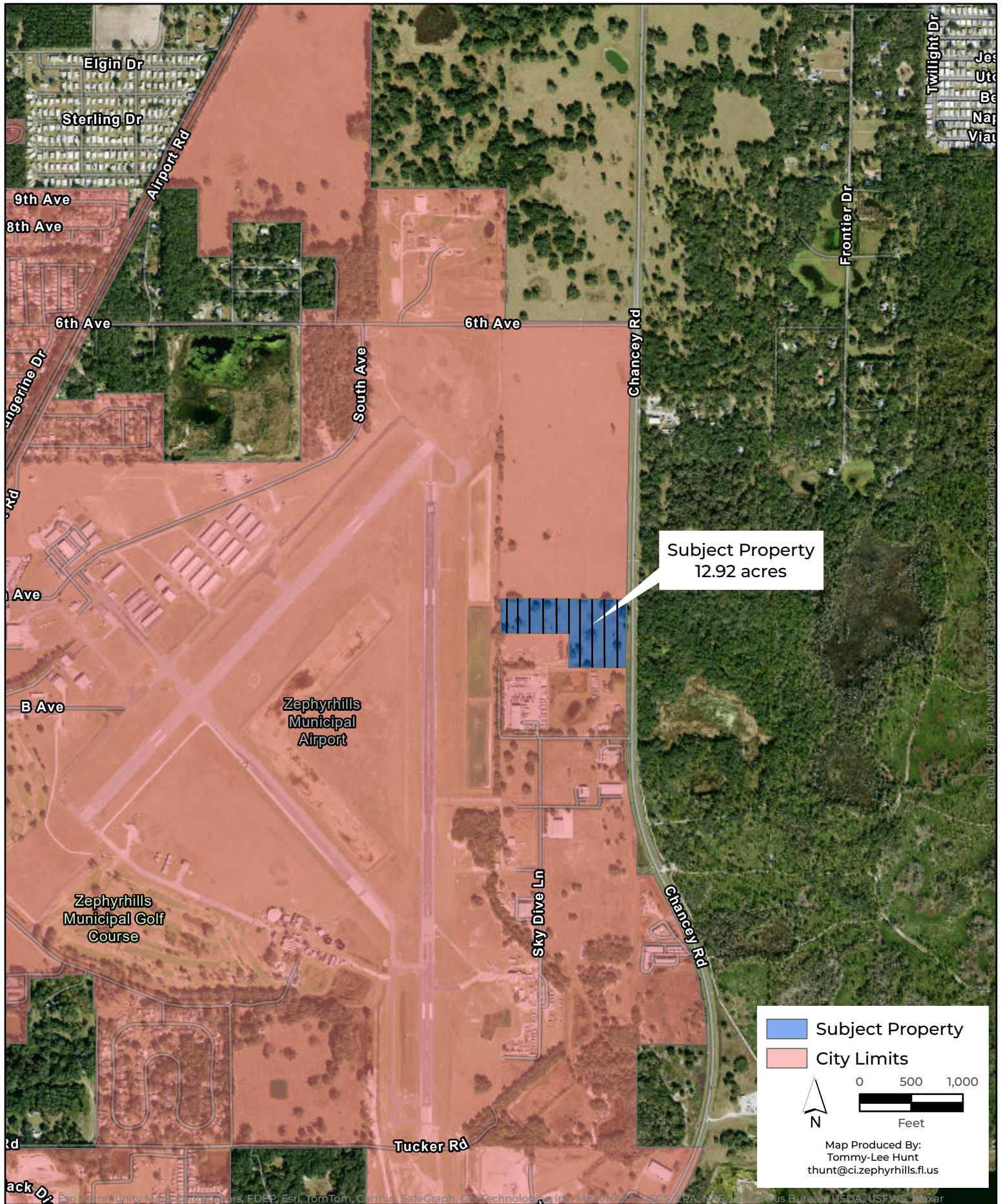
Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1490 -24 was approved by me this 23rd day of September 2024.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, Esq.
City Attorney



STAFF REPORT MEMORANDUM

To: City Council and Honorable Mayor
From: Rod Corriveau, AICP – Principal Planner
RE: ANX 22-24 – 5L Properties Annexation, Land Use Map Amendment, and Rezoning
Date: September 9, 2024

I. BACKGROUND & INFORMATION

A. History | Application Summary

The property is located on Chancey Road, south of 6th Avenue and consists of approximately 12.92 acres. Consent, through applications, were provided by 5L Properties to annex, amend the future land use map and rezone the properties for light industrial uses.



Image 1 – Subject Property View from Chancey Road

Courtesy of Google Imagery, Dec. 2023

B. Site Information

Owner: 5L Properties, Inc.

Location: West of Chancey Road & south of 6th Ave. See Map 1 – Location Map.

STAFF REPORT MEMORANDUM

Existing Land Use: Cattle grazing.

Subject to Moratorium(s)? No.

Available Water Capacity? Yes, according to John Bostic III, Utilities Director¹

Parcel Future Land Use and Zoning District					
Parcel ID/Acreage	Current Political Jurisdiction	Current FLU	Proposed FLU	Current Zoning	Proposed Zoning
18 26 22 0010 00500 0000 12.92 acres (mol)	Pasco County	IL	IN	AC	LI

II. DATA & ANALYSIS REVIEW

A. Character Analysis

The subject property is located west of Chancey Road and south of 6th Ave and is adjacent to the Zephyrhills Municipal Airport. It is contiguous with the current municipal boundaries of the City as shown in Map 1.² The overall subject property consists of 12.92 acres, mol. (more or less) of undeveloped land, and contains no jurisdictional wetlands.

West – City of Zephyrhills Municipal Airport, located in the City of Zephyrhills municipal boundary.

East – Chancey Road and vacant land owned by 5L Properties in unincorporated Pasco County.

North – 6th Avenue and vacant land owned by Ellece USA 19 Inc, located in incorporated Zephyrhills.

South – Improved property owned by Heyl Investments, LLC, located in incorporated Zephyrhills.

B. Compatibility Analysis

1. Annexation

(a) The subject property proposed for annexation is currently located within unincorporated Pasco County. The property's boundary is contiguous to the City's boundary, not part of another incorporated municipality, and will be used for urban purposes (light industrial).

(b) The subject property is located within the City's Joint Planning Area (JPA) and Utility Service Area.

(c) No objections have been received to date from outside agencies or

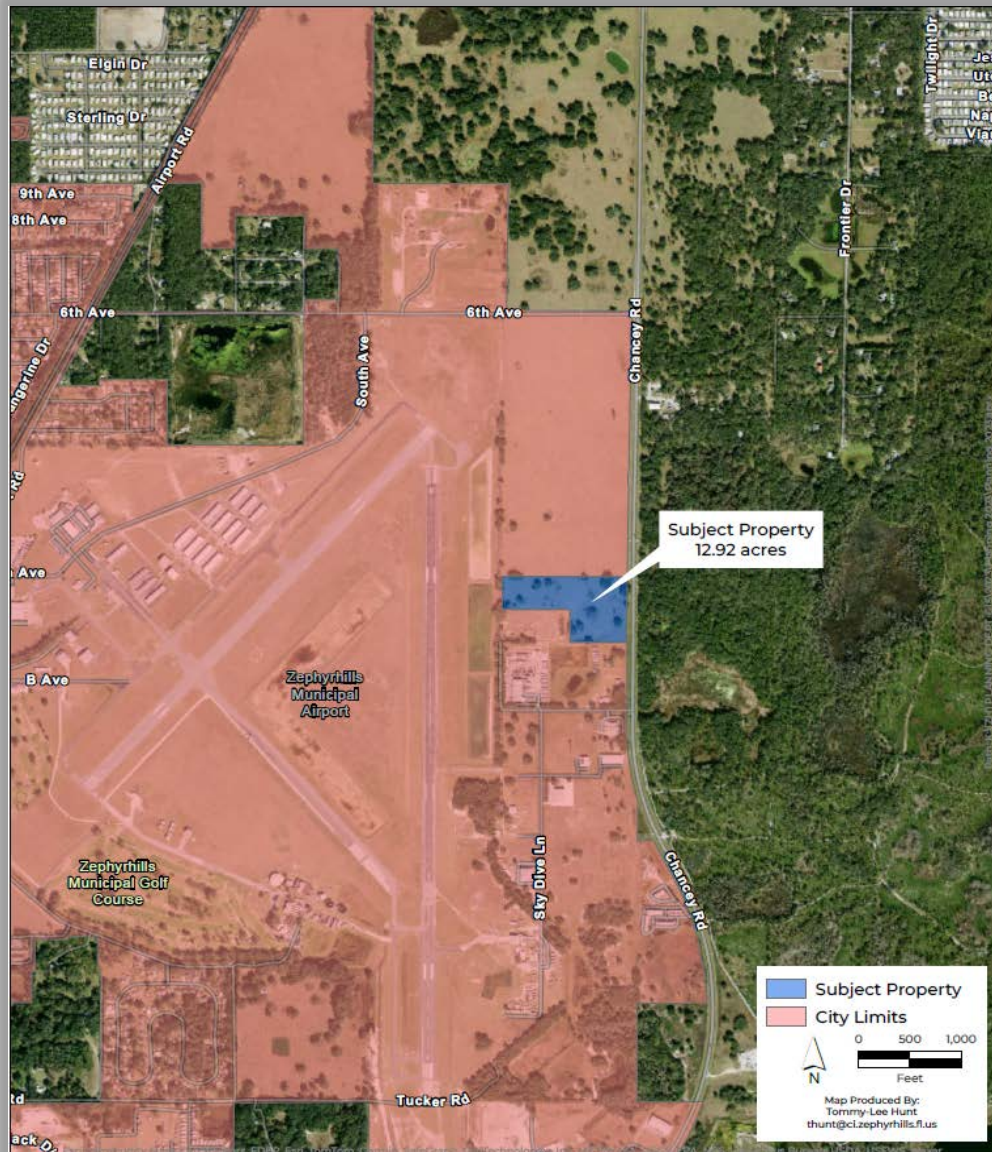
¹ See attached email from John Bostic III indicating available capacity.

² All maps discussed herein are attached to this Staff report.

STAFF REPORT MEMORANDUM

residents.

- (d) Pursuant to §171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality. The petition bears the signatures of the property owners' agent of record. All noticing requirements under §171.044 F. S. have been met for this petition.



 Bauducco Foods Annexation, Location Map	Data Source: City of Zephyrhills GIS	City of Zephyrhills 5335 8th Street Zephyrhills, FL 33542	Project No: ANX ____-24
			June 2024 lin : 1,200ft

Map 1 – Location of Property

Courtesy of Zephyrhills GIS Dept.

STAFF REPORT MEMORANDUM

2. Future Land Use Map (FLUMA) Amendment

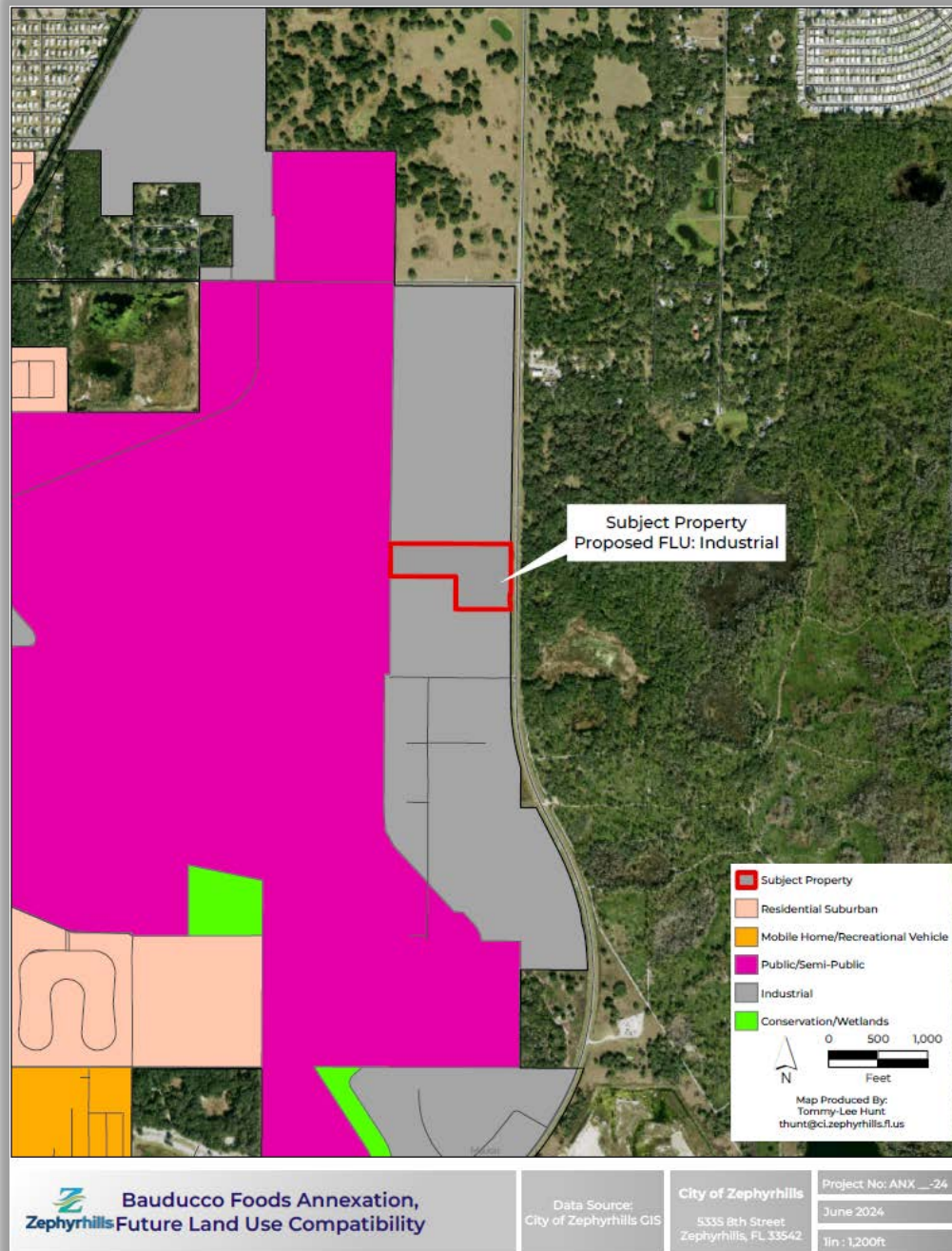
- (a) The subject property is 12.92 ± acres, therefore is subject to the provisions of a small-scale comprehensive plan amendment;
- (b) The request is to change the subject property's future land use designation from County IL (Industrial-Light) to City IN (Industrial), please see Map 2 – Proposed Future Land Use Map on page 5;
- (c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
- (d) Utility capacity is available for the proposed petition;
- (e) Transportation:
 - (1) Subject parcel is south of 6th Ave, west of unimproved Kittyhawk Drive, and Chancey Road is on the east side of the property. Chancey Road is an improved County owned and maintained collector road.
 - (2) If the property is developed, access to the property may be proposed through improvements to Kittyhawk Drive or Chancey Road.
 - (3) Minimal developer related improvements are anticipated along the nearby roadway network that may include acceleration/deceleration lanes on Chancey, or improving Kittyhawk Drive.

The proposed future land use map amendment (FLUMA) is consistent with Chapter 163, Part II, FS; the City of Zephyrhills Comprehensive Plan, and the City's Land Development Code. It is also consistent and compatible with the land use/development trends of the area. Due to the proximity of the airport, Staff will work with the FAA to determine any possible aeronautical issues if the property is developed. Any future development shall be consistent with all City, County, State, and Federal regulations.

3. Zoning Amendment

- (a) The request is to change the subject property's zoning classification from County AC (Agricultural District) to City LI (Light Industrial). The subject property has original zoning from 1975. Please see Map 3 – Proposed Zoning Map on page 7.
- (b) The requested zoning designation is consistent with the development patterns and zoning designations of the much of the developed area and surrounding properties and will not create "spot zoning". Properties abutting the subject parcel have future land use classifications of LI and/or zoning for light industrial. The City's municipal airport abuts the property on the western border.
- (c) The subject petition is not anticipated to create a situation of premature development based on the development patterns in the general vicinity and utility infrastructure availability. Water and sewer lines are present on 6th Avenue and on Chancey Road.

STAFF REPORT MEMORANDUM



Map 2 – Proposed Future Land Use Map

Courtesy of Zephyrhills GIS Dept.

The subject property is a vacant, unimproved site in the Airport Industrial area. Its incorporation into the City will potentially spur additional development and/or redevelopment within the vicinity. The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, LDC, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the general area.

STAFF REPORT

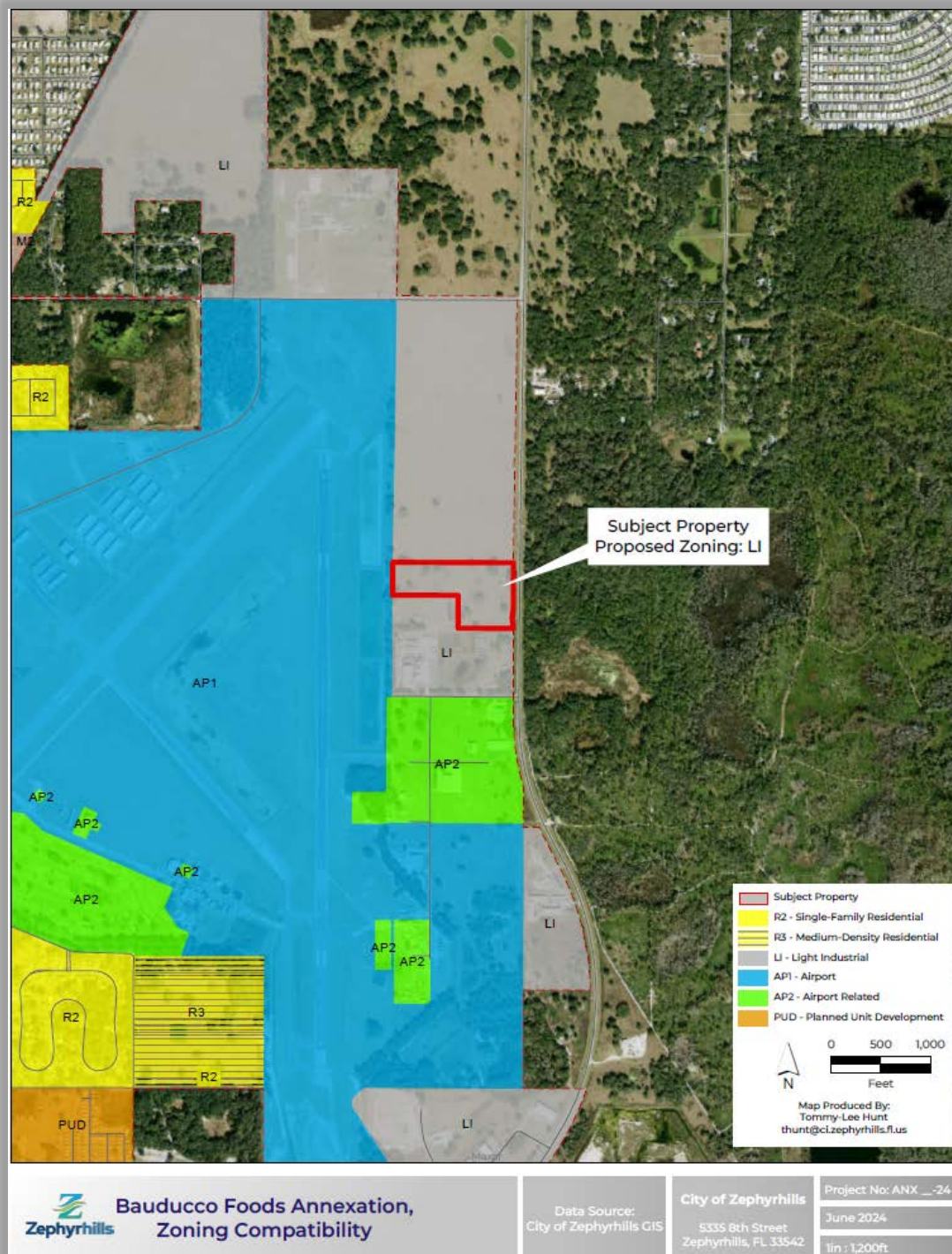
MEMORANDUM

C. **Natural & Historic Resources Analysis**

The following site characteristics are provided:

1. **Soil Types** – The majority of the site is Tavares sand with 0-5% slope. Wauchula fine sand with 0-5% slope can be found nearest to Chancey Road. Both soil types are considered arable, or generally acceptable for development as Class III soil types identified by USDA Land Capability System Class.
2. **Flood Plain** – The entirety of the subject property is located in Flood Zone “X” and is outside the 100-year flood zone.
3. **Stormwater** – The stormwater system will be designed to provide storage and treatment of runoff as required by state and local jurisdictional requirements including but not limited to SWFWMD.
4. **Wetlands/Water Bodies** – There are no water bodies on the subject property.
5. **Historic/Archaeological Resources** – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification shall be made to the Florida Department of Historical Resources and any other required agencies.
6. **Natural Resources** – Pasco County data shows this habitat is not significant for endangered or protected species. If resources, such as gopher tortoise, burrowing owls, etc. are found on site during development of the property, a full report and mitigation and/or relocation plan shall be submitted to the City and other agencies as required by law.

STAFF REPORT MEMORANDUM



Map 3 – Proposed Zoning Map

Courtesy of Zephyrhills GIS Dept.

STAFF REPORT MEMORANDUM

D. Public Services Analysis | Impact

POLICE	Projected general police service demand is within satisfactory limits for future development of the site proposed for light industrial uses. Areas immediately to the south are within the County. Both City and County properties receive regular patrols.
FIRE	Projected general fire service demand is within satisfactory limits for future development of the site proposed for light industrial use. Staff, through the JPA has begun the coordination process for County review at various department levels. Adequate fire/ems service exists within the County. Staff will coordinate with the Fire Marshall when site plans are submitted for review.
WATER	Water service is available to the subject property and services by the City for future development. Projected general water service demand is <20,000 gallons per day. The Utilities Department has determined that the City has sufficient capacity to service typical industrial development on the site. ³
SEWER	The project will be required to connect to the City's sanitary sewer system for future development. Projected general service demand is <20,000 gallons per day (gpd).
SANITATION	Future development will be required to utilize City Sanitation services. The City collaborates with Pasco County for use of their landfill site. The County's facility has adequate capacity and the increased pickups can be absorbed into the current level of service, therefore the anticipated impact is within acceptable levels.
TRANSPORTATION	Access for the project is proposed via Chancey Road, but access may be utilized through the improvement of Kittyhawk Drive. Pasco County public transit does not currently service the area.
SCHOOLS	No impacts are expected for the school system.

E. Comp Plan Analysis and Verified Applicant Response

The purpose of the Industrial (IN) land use classification is to depict those areas of the City that are now developed, or appropriate to be developed, in an industrial manner; and so as to encourage the reservation and use of consolidated areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.

³ Please see attached email dated June 10, 2024 from John Bostic III confirming adequate water supply.

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Primary uses include facilities such as research & development, light manufacturing/assembly, wholesale/distribution; storage/warehouse and secondary uses include office, commercial, transient accommodations, and public/semi-public uses with a maximum floor area ratio of 0.50.

Appropriate locational characteristics generally include acreage with sufficient size to encourage an industrial park type arrangement with provisions for internal service access with minimal impact on adjoining uses, and with good access to transportation and utility facilities such as a collector or arterial roadway network, rail facilities, airports and mass transit. Compatible zoning districts include light industrial or a planned unit development.

According to the adopted Comprehensive Plan, the industrial acreage projection for 2025 was a need for 227 acres for industrial uses.

Comprehensive Plan Consistency:

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

Response: The addition of industrial land to the City's tax rolls, industrial development on this will diversify the tax base. In terms of cost of services to the community, industrial lands produce more tax revenues than they consume, including the provision of emergency and police personnel calls. It further provides economic benefits to the City with an increased tax base and will provide employment opportunities that traditionally pay more than service industries.

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

1. Regulate the subdivision of land;
2. Regulate signage;
3. Provide for drainage and stormwater management;
4. Provide requirements for the provision of open space, and safe and convenient on-site traffic flow and parking requirements;
5. Coordinate future land uses with soil conditions, topography, and availability of facilities and services;
6. Ensure that development orders and permits are issued only when it is documented that such development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development;
7. Protect the limited amount of wetlands and other environmentally

STAFF REPORT MEMORANDUM

- sensitive natural resources;
8. Protect the potable well fields by designating appropriate activities and land uses
 9. Within well-head protection areas and environmentally sensitive land;
 10. Provision of mixed land use designations, such as recreation...in residential areas;
 11. Discourage the proliferation of urban sprawl.

Response: Any future proposed or submitted development applications will be in compliance with each of the above criteria as applicable. The developer shall have the responsibility to submit all plans to the appropriate governmental agency for review and comment. Any revision or amendments necessary will be positively acted upon to assure compliance in each instance. The property owner intends to market to industrial developers or end users. The tax base generated by any development on this parcel will be a positive contribution the City's tax base.

ARCHAEOLOGICAL AND HISTORIC RESOURCES

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

Response: There are no known archaeological or historic resources on this site. To further protect any resources that may be found, the City will require in the development order issued, that if archeological or historical resources are found on-site, all construction activities will cease immediately, and proper authorities are to be notified of the discovery. Any remediation necessary will occur prior to any construction activities commencing.

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

Response: The site proposed for the Future Land Use Map amendment is not located within a wellhead protection zone, not in a flood plain nor contains any wetlands. Pasco County/FEMA maps were reviewed to assess the flood potential of the subject parcel. No portion of the subject parcel is located within the 100-year flood plain area.

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

Response: Prior to any site development permits, the developer shall be responsible to apply for and acquire any permits from the appropriate governmental agencies.

OBJECTIVE LU-1-7-2: Species of flora and fauna identified as endangered,

STAFF REPORT MEMORANDUM

threatened, or species of special concern, as defined by Federal Law or Florida Statutes, and found to exist in Zephyrhills by the Florida Game Fresh Water Fish commission, shall be protected through compliance with appropriate Federal and State regulations.

Response: There are no known endangered, threatened, or species of special concern as defined by Federal law or Florida Statutes on this site. To further protect any resources that may be found, the City will require in any development order issued, that if any species of flora and fauna identified as endangered, threatened, or species of special concern are found on-site, all construction activities will cease immediately, and proper authorities are to be notified of the discovery. Any remediation necessary will occur prior to any construction activities commencing.

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

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

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

Response: The owner/developer shall comply with each of these provisions during the planning, design, engineering, staff review, permitting, construction, and inspection process of the subject property.

NEIGHBORHOOD INTEGRITY AND AESTHETIC

OBJECTIVE LU-9: Improve and enhance the visual appearance of neighborhoods and commercial areas in the City.

POLICY LU-1-9-1: The land development regulations shall provide for reduction of confusion and visual clutter through control of size, placement, and related aspects of signage.

Response: The site plan, when presented to the City, shall promote the intent of the industrial district, the intent of the zoning and land use categories, and be designed in sympathy with the adjacent uses of land. The subject property's entry signage shall be reviewed and permitted by Staff to assure it meets all signage requirements of the City.

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URBAN SERVICE AREA AND ANNEXATION

OBJECTIVE LU1-10-1: The City manages its growth through the establishment of a future service area, guidelines for annexation and the execution and maintenance of interlocal agreements with Pasco County.

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

Response: Subject property is located within the interlocal agreements' service area. The future land use amendment is required if the property is developed.

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

Response: The subject policy is within the identified area.

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

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

Response: Water and sewer services are adjacent to the subject property. The owner/developer of any future site application shall be required to submit an application to the City and/or County for access and construct any required improvements to the transportation network as required by the City and/or County

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codes. All level of service standards shall be met concurrent with any development.

ECONOMIC DEVELOPMENT

GOAL ECO-1: To provide a diverse economic base which affords the City of Zephyrhills and its residents a maximum amount of economic opportunity.

Response: The addition of industrial lands will reduce the reliance on residential ad valorem tax base and will diversify the economic base. Once developed with an industrial user, this property will provide additional employment opportunities which traditionally compensate higher than service industry jobs.

POLICY ECO-I-2-3: It shall be the policy of the City of Zephyrhills to develop and maintain programs which assist suitable new companies in expansion and relocation efforts in order to create annually, a number of jobs, when combined with jobs in new industries, that exceeds the average annual growth in employment over the past five years.

Response: Proactively annexing and providing the correct FLU and Zoning designations to Industrial properties will provide additional opportunities for new or expanding companies to locate in a more efficient manner.

OBJECTIVE ECO-1-4: The City shall ensure that land is allocated for future commercial, industrial and conservation/open space land uses to allow for a viable economy.

POLICY ECO-1-4-1: It shall be the policy of the City of Zephyrhills to provide for the location and clustering of major commercial and industrial activities according to the following guidelines:

- a. In close proximity to principal arterials.
- b. With access to appropriate utilities (water, sewer, electricity, gas, telephone) or to allow for provision of these utilities.
- c. With access to mass transit routes where feasible.
- d. With on-site rail facilities and airport access, if appropriate, and available.
- e. So as to have acceptable impacts to the natural environment and adjacent land uses.

POLICY ECO-1-6-2: It shall be the policy of the City of Zephyrhills to continue support for the Zephyrhills Industrial Park.

Response: Through the annexation, comprehensive plan amendment, and zoning amendment, the City will be increasing its industrial land availability in close proximity to principal arterials (US 98, US 301, I-75, I-4), access to utilities, air and rail access, and will have minimal impacts to the natural environment and adjacent land uses. The

STAFF REPORT MEMORANDUM

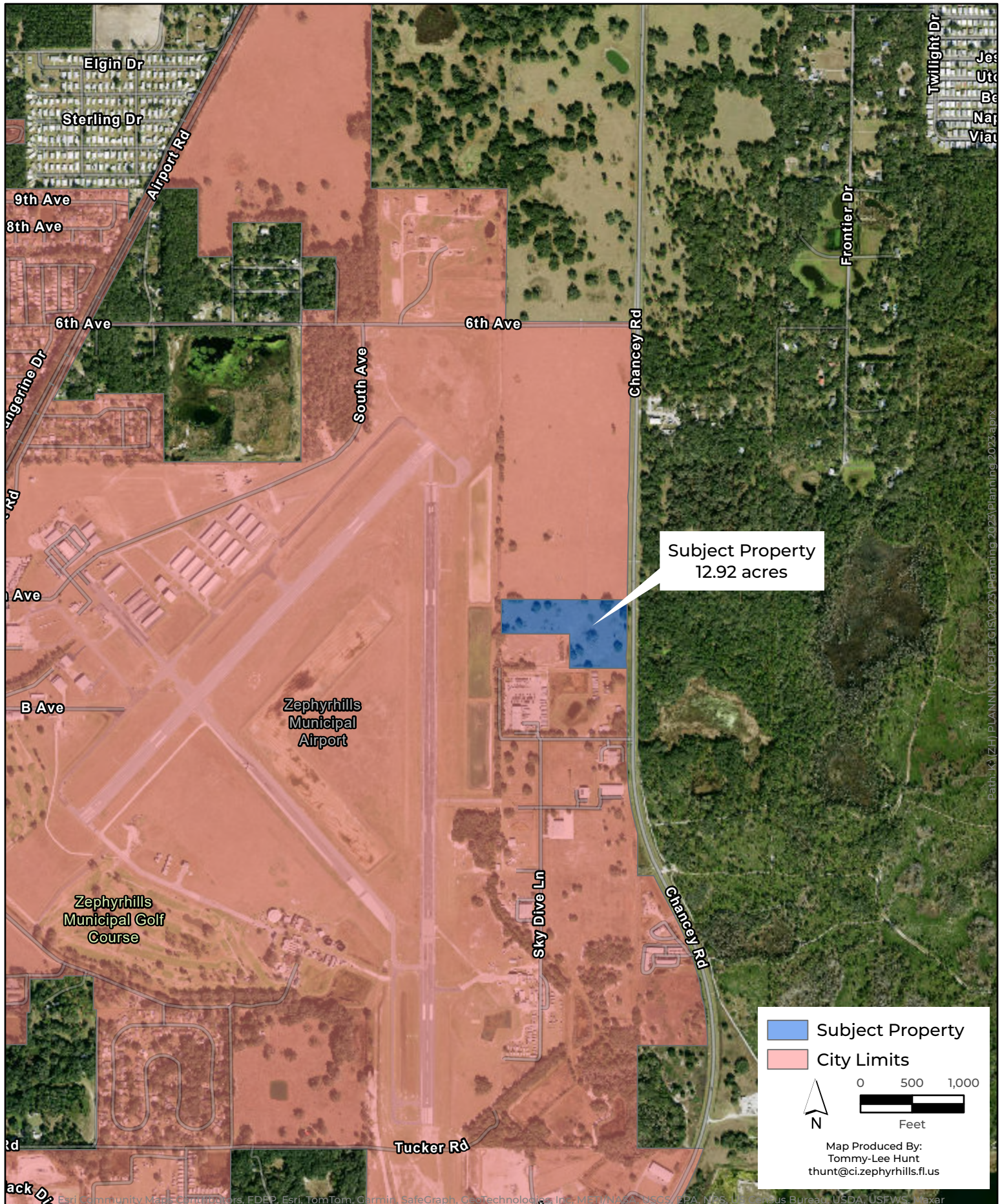
subject property is located adjacent to the “Airport Industrial Park” and is part of the future vision for the City’s Industrial Corridor.

III. RECOMMENDATION

Site Plan Review Committee – Recommended approval on June 18, 2024

Planning Commission – Recommended approval on July 16, 2024

Staff - Based upon Staff’s analysis herein, along with supporting documentation - Staff recommends approval of this petition for annexation, rezoning to LI (Light Industrial) and FLUMA to I (Industrial).



Bauducco Foods Annexation, Location Map

Data Source:
City of Zephyrhills GIS

City of Zephyrhills

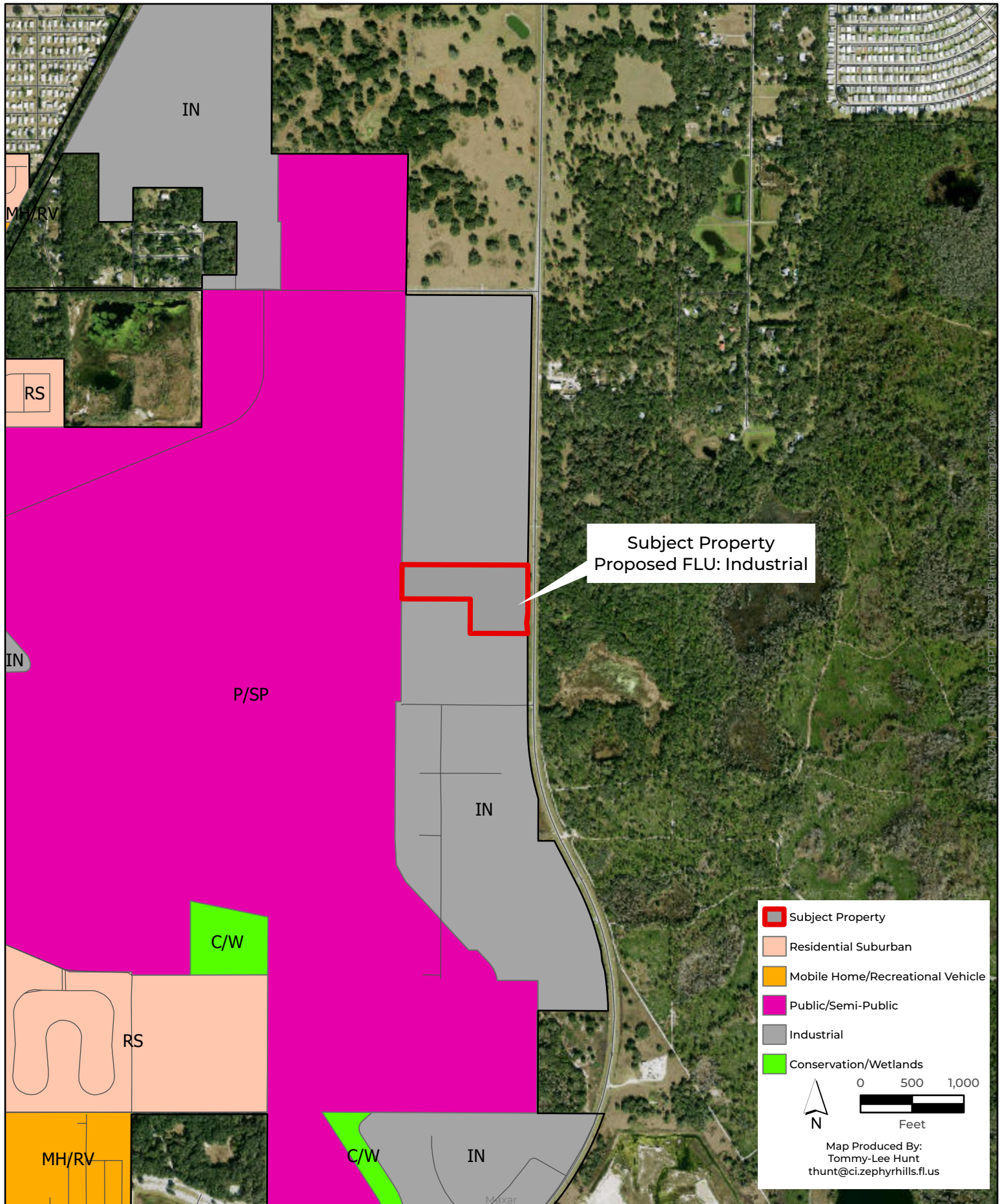
5335 8th Street
Zephyrhills, FL 33542

Project No: ANX ___-24

June 2024

lin: 1,200ft

Page 404 of 530



From: [John Bostic III](#)
To: [Rodney Corriveau, AICP](#); [C.J. Funnell](#)
Cc: [Todd Vandenberg](#)
Subject: Re: Request for Water Capacity for New Development
Date: Monday, June 10, 2024 6:35:34 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

There should be plenty for this parcel as I am aware of what may go there. ASs long as there is nothing extravagant being proposed.

Thank you,
John

John Bostic III
Utilities Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3508
FAX: 813-780-0005
ci.zephyrhills.fl.us

Disclaimer: Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

From: Rodney Corriveau, AICP <RCorriveau@ci.zephyrhills.fl.us>
Sent: Monday, June 10, 2024 3:33 PM
To: John Bostic III <JBostic@ci.zephyrhills.fl.us>; C.J. Funnell <cjfunnell@ci.zephyrhills.fl.us>
Cc: Todd Vandenberg <TVandenberg@ci.zephyrhills.fl.us>
Subject: Request for Water Capacity for New Development

John/CJ

We are processing an annexation for approx.. 12.92 acres to be zoned industrial. Can you please indicate if we have water capacity for a yet to be determined **industrial** use in the City?

I have attached the application. Again, we have no proposal at this point, just an annexation and zoning to Light Industrial and FLUMA to Industrial. Perhaps we could base on a worst-case scenario to cover ourselves.

TY, Rod

Rodney Corriveau, AICP
Principal Planner
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542



PH: 813-780-0201

FAX: 813-780-0005

ci.zephyrhills.fl.us



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BUSINESS ITEMS/PUBLIC HEARING 3.5

5L Property Future Land Use Map Amendment and Rezoning

Second Reading. **ORDINANCE NO. 1491-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO CITY IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO CITY LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 12.92 ACRES OF REAL PROPERTY LOCATED SOUTH OF 6TH AVENUE, WEST OF CHANCEY ROAD AND EAST OF THE ZEPHYRHILLS MUNICIPAL AIRPORT AND HAVING PARCEL ID# 18-26-22-0010-00500-0000; PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE."**

- A. Council President opens the Public Hearing
- B. Council President closes the Public Hearing
- C. City Council considers Ordinance No. 1491-24 on the Second Reading

Issue:

This is a three-pronged application for an annexation, rezoning, and future land use map amendment (FLUMA).

Background:

The parcel immediately to the north was recently annexed into the City and is the future home of Bauducco Foods facility. Bauducco Foods has no immediate plans for the subject parcel, but wants to secure the land for potential future expansion.

Attachment(s):

1. Ordinance 1491-24 5L Properties Comp Plan and Rezoning Amendment 12(31121837.1) (1)
2. ANX 22-24 Staff Report 5L Properties Sept 9 2024 City Council (1)
3. 5L Annexation Attachments CC Meeting August 12 2024 (1)

Fiscal Impact:

TBD.

Staff Recommendation:

Approval, please see Staff report

ORDINANCE NO. 1491-24

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO CITY IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO CITY LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 12.92 ACRES OF REAL PROPERTY LOCATED SOUTH OF 6TH AVENUE, WEST OF CHANCEY ROAD AND EAST OF THE ZEPHYRHILLS MUNICIPAL AIRPORT AND HAVING PARCEL ID# 18-26-22-0010-00500-0000; PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163 Florida Statutes, authorize the City Council of the City of Zephyrhills to prepare and enforce a Comprehensive Plan for the development of the City; and

WHEREAS, the City Council has determined that the proposed amendment meets the criteria for a Small-Scale Comprehensive Plan Amendment pursuant to Section 163.3184, Florida Statutes, and the Zephyrhills Comprehensive Plan; and

WHEREAS, the Zephyrhills Planning Commission has reviewed the proposed amendment and has recommended approval by the City Council; and

WHEREAS, the Local Planning Agency, on July 16, 2024, held a public meeting on the proposed amendment to the Comprehensive Plan with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, the City has complied with all requirements and procedures of Florida law in processing this amendment to the Zephyrhills Comprehensive Plan including, but not limited to, Section 163.3184, Florida Statutes.

WHEREAS, the proposed Future Land Use Map amendment meets the criteria of a small-scale Future Land Use Map amendment and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Council has determined that the Industrial (IN) future land use classification would be appropriate, would promote the general welfare, and would encourage proper development within the City; and

WHEREAS, the City Council has determined that the Light Industrial Zoning Designation would be appropriate, would promote the general welfare, and would encourage proper development within the City; and

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City's Comprehensive Plan.

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

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

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

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

Parcel I.D. No. 18-26-22-0010-00500-0000

Legal Description: ZEPHYRHILLS COLONY COMPANY LANDS IN PLAT BOOK 1, PAGE 55, THAT PORTION OF TRACTS 5, 6 AND 12 LYING WEST OF R/W OF ZEPHYRHILLS BY-PASS IN SECTION 18, TOWNSHIP 26 SOUTH, RANGE 22 EAST, PASCO COUNTY, FLORIDA.

The Future Land Use Map designation is hereby changed from County IL to City IN (Industrial) and included within the boundaries of the City of Zephyrhills, Florida and the Zoning Designation is hereby rezoned from County AC to City LI (Light Industrial) and included within the boundaries of the City of Zephyrhills, Florida.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. That if any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 6. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1491-24 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 9th day of September 2024.

Attest:

Ricardo Quinones, Acting City Clerk

Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1491-24 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 23rd day of September, 2024.

Attest:

Ricardo Quinones, Acting City Clerk
Council President

Kenneth M. Burgess, Jr.

The foregoing Ordinance No. 1491-24 was approved by me this 23rd day of September, 2024.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, Esq.
City Attorney

STAFF REPORT MEMORANDUM

To: City Council and Honorable Mayor
From: Rod Corriveau, AICP – Principal Planner
RE: ANX 22-24 – 5L Properties Annexation, Land Use Map Amendment, and Rezoning
Date: September 9, 2024

I. BACKGROUND & INFORMATION

A. History | Application Summary

The property is located on Chancey Road, south of 6th Avenue and consists of approximately 12.92 acres. Consent, through applications, were provided by 5L Properties to annex, amend the future land use map and rezone the properties for light industrial uses.



Image 1 – Subject Property View from Chancey Road

Courtesy of Google Imagery, Dec. 2023

B. Site Information

Owner: 5L Properties, Inc.

Location: West of Chancey Road & south of 6th Ave. See Map 1 – Location Map.

STAFF REPORT MEMORANDUM

Existing Land Use: Cattle grazing.

Subject to Moratorium(s)? No.

Available Water Capacity? Yes, according to John Bostic III, Utilities Director¹

Parcel Future Land Use and Zoning District					
Parcel ID/Acreage	Current Political Jurisdiction	Current FLU	Proposed FLU	Current Zoning	Proposed Zoning
18 26 22 0010 00500 0000 12.92 acres (mol)	Pasco County	IL	IN	AC	LI

II. DATA & ANALYSIS REVIEW

A. Character Analysis

The subject property is located west of Chancey Road and south of 6th Ave and is adjacent to the Zephyrhills Municipal Airport. It is contiguous with the current municipal boundaries of the City as shown in Map 1.² The overall subject property consists of 12.92 acres, mol. (more or less) of undeveloped land, and contains no jurisdictional wetlands.

West – City of Zephyrhills Municipal Airport, located in the City of Zephyrhills municipal boundary.

East – Chancey Road and vacant land owned by 5L Properties in unincorporated Pasco County.

North – 6th Avenue and vacant land owned by Ellece USA 19 Inc, located in incorporated Zephyrhills.

South – Improved property owned by Heyl Investments, LLC, located in incorporated Zephyrhills.

B. Compatibility Analysis

1. Annexation

(a) The subject property proposed for annexation is currently located within unincorporated Pasco County. The property's boundary is contiguous to the City's boundary, not part of another incorporated municipality, and will be used for urban purposes (light industrial).

(b) The subject property is located within the City's Joint Planning Area (JPA) and Utility Service Area.

(c) No objections have been received to date from outside agencies or

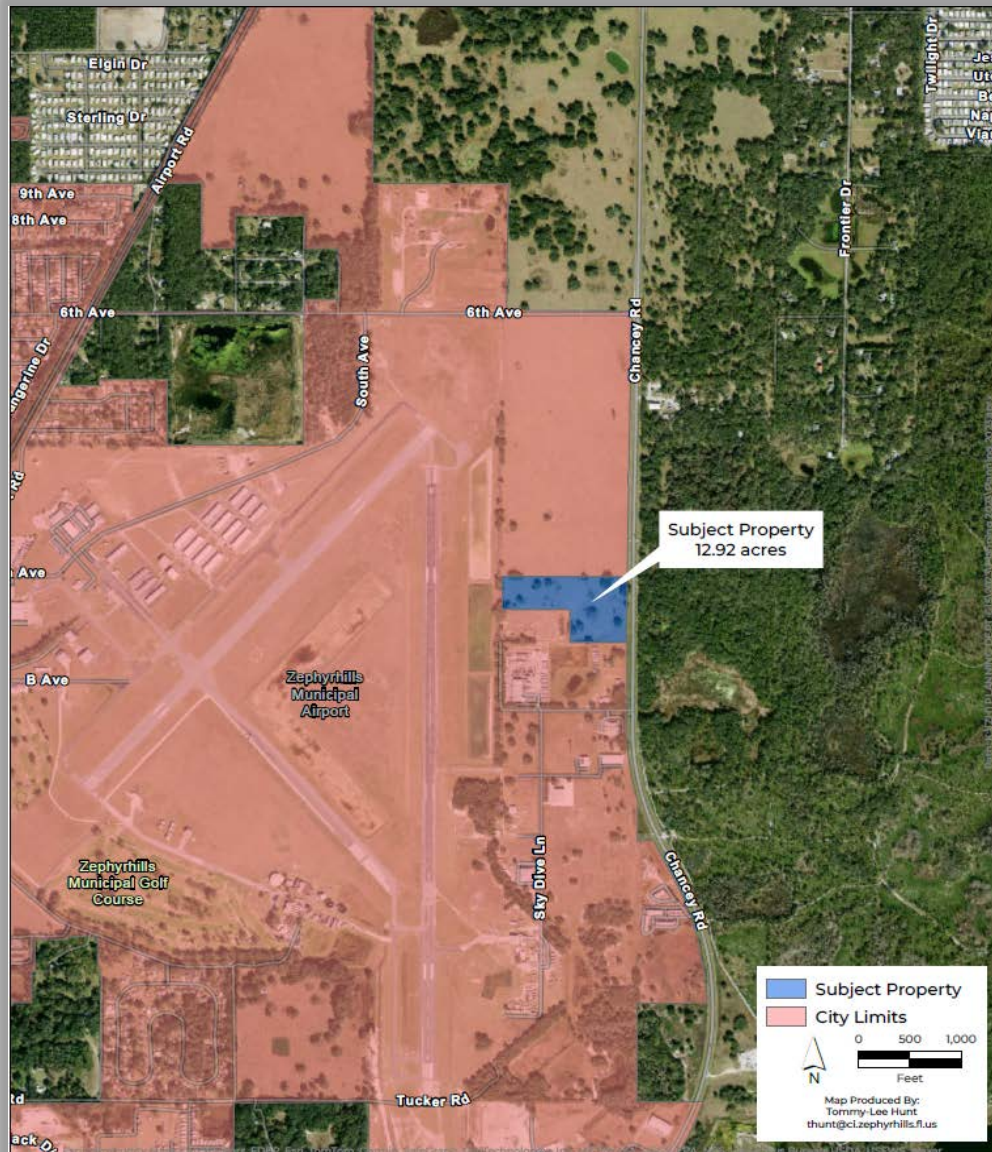
¹ See attached email from John Bostic III indicating available capacity.

² All maps discussed herein are attached to this Staff report.

STAFF REPORT MEMORANDUM

residents.

- (d) Pursuant to §171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality. The petition bears the signatures of the property owners' agent of record. All noticing requirements under §171.044 F. S. have been met for this petition.



Map 1 – Location of Property

Courtesy of Zephyrhills GIS Dept.

STAFF REPORT MEMORANDUM

2. Future Land Use Map (FLUMA) Amendment

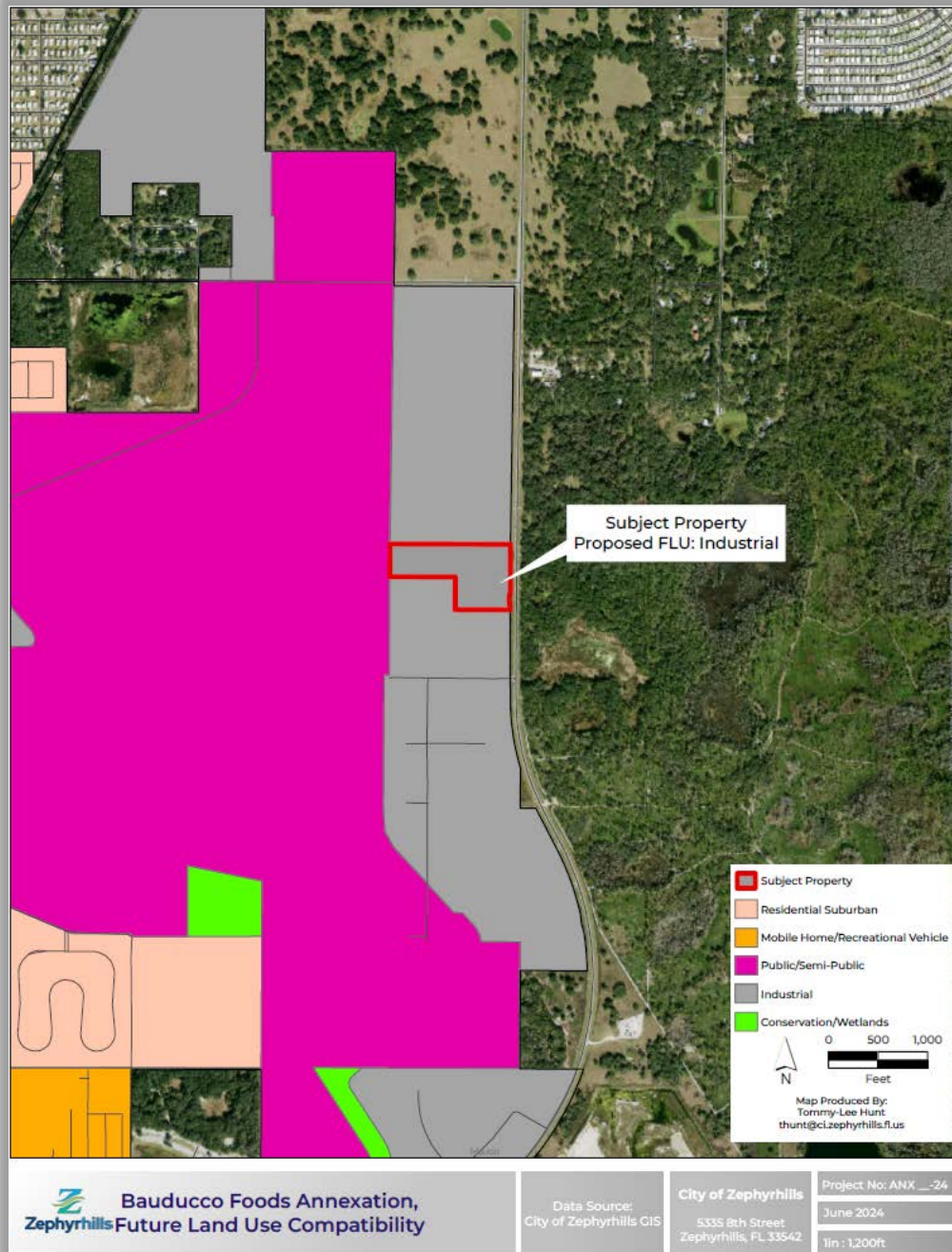
- (a) The subject property is 12.92 ± acres, therefore is subject to the provisions of a small-scale comprehensive plan amendment;
- (b) The request is to change the subject property's future land use designation from County IL (Industrial-Light) to City IN (Industrial), please see Map 2 – Proposed Future Land Use Map on page 5;
- (c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
- (d) Utility capacity is available for the proposed petition;
- (e) Transportation:
 - (1) Subject parcel is south of 6th Ave, west of unimproved Kittyhawk Drive, and Chancey Road is on the east side of the property. Chancey Road is an improved County owned and maintained collector road.
 - (2) If the property is developed, access to the property may be proposed through improvements to Kittyhawk Drive or Chancey Road.
 - (3) Minimal developer related improvements are anticipated along the nearby roadway network that may include acceleration/deceleration lanes on Chancey, or improving Kittyhawk Drive.

The proposed future land use map amendment (FLUMA) is consistent with Chapter 163, Part II, FS; the City of Zephyrhills Comprehensive Plan, and the City's Land Development Code. It is also consistent and compatible with the land use/development trends of the area. Due to the proximity of the airport, Staff will work with the FAA to determine any possible aeronautical issues if the property is developed. Any future development shall be consistent with all City, County, State, and Federal regulations.

3. Zoning Amendment

- (a) The request is to change the subject property's zoning classification from County AC (Agricultural District) to City LI (Light Industrial). The subject property has original zoning from 1975. Please see Map 3 – Proposed Zoning Map on page 7.
- (b) The requested zoning designation is consistent with the development patterns and zoning designations of the much of the developed area and surrounding properties and will not create "spot zoning". Properties abutting the subject parcel have future land use classifications of LI and/or zoning for light industrial. The City's municipal airport abuts the property on the western border.
- (c) The subject petition is not anticipated to create a situation of premature development based on the development patterns in the general vicinity and utility infrastructure availability. Water and sewer lines are present on 6th Avenue and on Chancey Road.

STAFF REPORT MEMORANDUM



Map 2 – Proposed Future Land Use Map

Courtesy of Zephyrhills GIS Dept.

The subject property is a vacant, unimproved site in the Airport Industrial area. Its incorporation into the City will potentially spur additional development and/or redevelopment within the vicinity. The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, LDC, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the general area.

STAFF REPORT

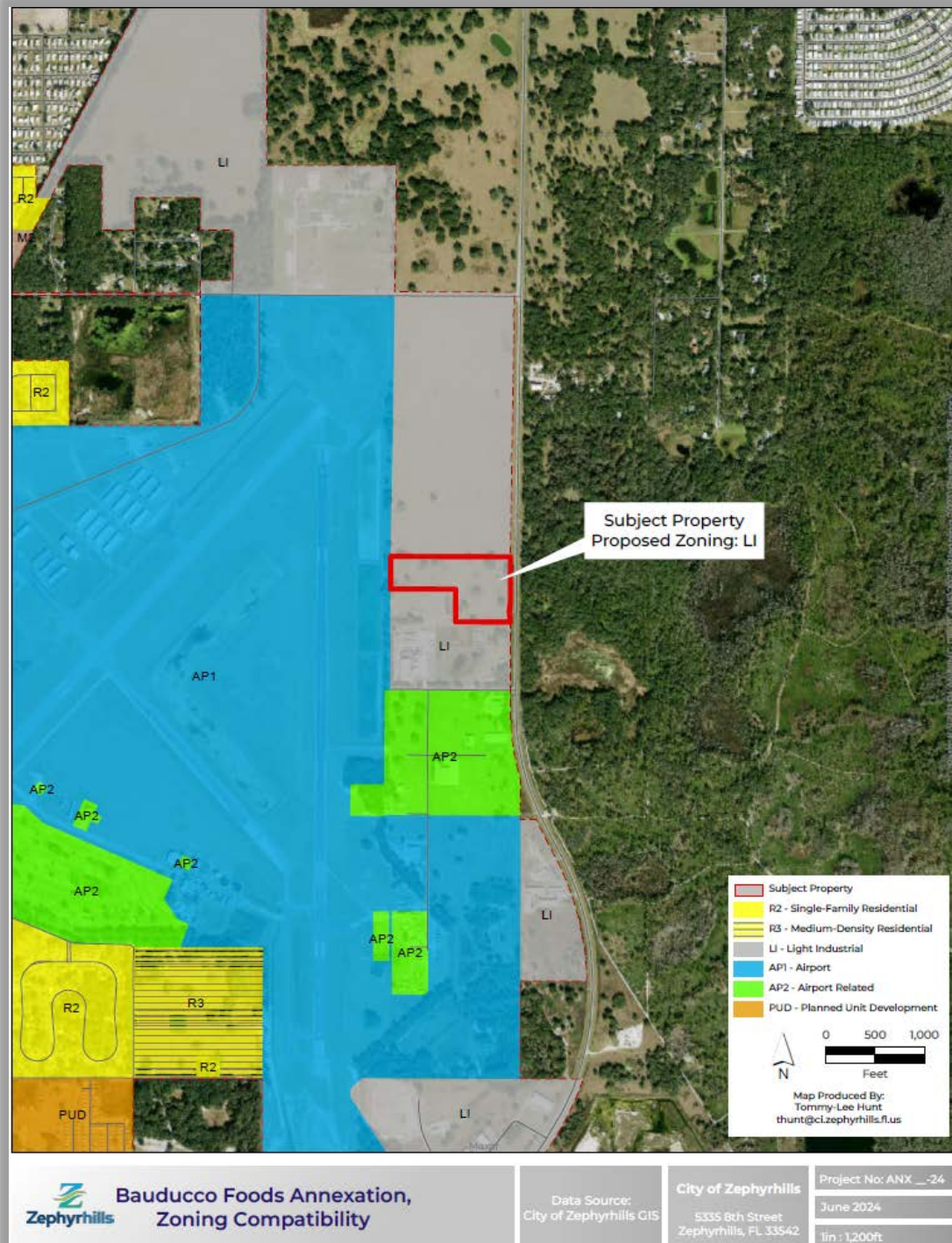
MEMORANDUM

C. **Natural & Historic Resources Analysis**

The following site characteristics are provided:

1. Soil Types – The majority of the site is Tavares sand with 0-5% slope. Wauchula fine sand with 0-5% slope can be found nearest to Chancey Road. Both soil types are considered arable, or generally acceptable for development as Class III soil types identified by USDA Land Capability System Class.
2. Flood Plain – The entirety of the subject property is located in Flood Zone “X” and is outside the 100-year flood zone.
3. Stormwater – The stormwater system will be designed to provide storage and treatment of runoff as required by state and local jurisdictional requirements including but not limited to SWFWMD.
4. Wetlands/Water Bodies – There are no water bodies on the subject property.
5. Historic/Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification shall be made to the Florida Department of Historical Resources and any other required agencies.
6. Natural Resources – Pasco County data shows this habitat is not significant for endangered or protected species. If resources, such as gopher tortoise, burrowing owls, etc. are found on site during development of the property, a full report and mitigation and/or relocation plan shall be submitted to the City and other agencies as required by law.

STAFF REPORT MEMORANDUM



Map 3 – Proposed Zoning Map

Courtesy of Zephyrhills GIS Dept.

STAFF REPORT MEMORANDUM

D. Public Services Analysis | Impact

POLICE	Projected general police service demand is within satisfactory limits for future development of the site proposed for light industrial uses. Areas immediately to the south are within the County. Both City and County properties receive regular patrols.
FIRE	Projected general fire service demand is within satisfactory limits for future development of the site proposed for light industrial use. Staff, through the JPA has begun the coordination process for County review at various department levels. Adequate fire/ems service exists within the County. Staff will coordinate with the Fire Marshall when site plans are submitted for review.
WATER	Water service is available to the subject property and services by the City for future development. Projected general water service demand is <20,000 gallons per day. The Utilities Department has determined that the City has sufficient capacity to service typical industrial development on the site. ³
SEWER	The project will be required to connect to the City's sanitary sewer system for future development. Projected general service demand is <20,000 gallons per day (gpd).
SANITATION	Future development will be required to utilize City Sanitation services. The City collaborates with Pasco County for use of their landfill site. The County's facility has adequate capacity and the increased pickups can be absorbed into the current level of service, therefore the anticipated impact is within acceptable levels.
TRANSPORTATION	Access for the project is proposed via Chancey Road, but access may be utilized through the improvement of Kittyhawk Drive. Pasco County public transit does not currently service the area.
SCHOOLS	No impacts are expected for the school system.

E. Comp Plan Analysis and Verified Applicant Response

The purpose of the Industrial (IN) land use classification is to depict those areas of the City that are now developed, or appropriate to be developed, in an industrial manner; and so as to encourage the reservation and use of consolidated areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.

³ Please see attached email dated June 10, 2024 from John Bostic III confirming adequate water supply.

STAFF REPORT MEMORANDUM

Primary uses include facilities such as research & development, light manufacturing/assembly, wholesale/distribution; storage/warehouse and secondary uses include office, commercial, transient accommodations, and public/semi-public uses with a maximum floor area ratio of 0.50.

Appropriate locational characteristics generally include acreage with sufficient size to encourage an industrial park type arrangement with provisions for internal service access with minimal impact on adjoining uses, and with good access to transportation and utility facilities such as a collector or arterial roadway network, rail facilities, airports and mass transit. Compatible zoning districts include light industrial or a planned unit development.

According to the adopted Comprehensive Plan, the industrial acreage projection for 2025 was a need for 227 acres for industrial uses.

Comprehensive Plan Consistency:

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

Response: The addition of industrial land to the City's tax rolls, industrial development on this will diversify the tax base. In terms of cost of services to the community, industrial lands produce more tax revenues than they consume, including the provision of emergency and police personnel calls. It further provides economic benefits to the City with an increased tax base and will provide employment opportunities that traditionally pay more than service industries.

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

1. Regulate the subdivision of land;
2. Regulate signage;
3. Provide for drainage and stormwater management;
4. Provide requirements for the provision of open space, and safe and convenient on-site traffic flow and parking requirements;
5. Coordinate future land uses with soil conditions, topography, and availability of facilities and services;
6. Ensure that development orders and permits are issued only when it is documented that such development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development;
7. Protect the limited amount of wetlands and other environmentally

STAFF REPORT MEMORANDUM

sensitive natural resources;

8. Protect the potable well fields by designating appropriate activities and land uses
9. Within well-head protection areas and environmentally sensitive land;
10. Provision of mixed land use designations, such as recreation...in residential areas;
11. Discourage the proliferation of urban sprawl.

Response: Any future proposed or submitted development applications will be in compliance with each of the above criteria as applicable. The developer shall have the responsibility to submit all plans to the appropriate governmental agency for review and comment. Any revision or amendments necessary will be positively acted upon to assure compliance in each instance. The property owner intends to market to industrial developers or end users. The tax base generated by any development on this parcel will be a positive contribution the City's tax base.

ARCHAEOLOGICAL AND HISTORIC RESOURCES

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

Response: There are no known archaeological or historic resources on this site. To further protect any resources that may be found, the City will require in the development order issued, that if archeological or historical resources are found on-site, all construction activities will cease immediately, and proper authorities are to be notified of the discovery. Any remediation necessary will occur prior to any construction activities commencing.

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

Response: The site proposed for the Future Land Use Map amendment is not located within a wellhead protection zone, not in a flood plain nor contains any wetlands. Pasco County/FEMA maps were reviewed to assess the flood potential of the subject parcel. No portion of the subject parcel is located within the 100-year flood plain area.

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

Response: Prior to any site development permits, the developer shall be responsible to apply for and acquire any permits from the appropriate governmental agencies.

OBJECTIVE LU-1-7-2: Species of flora and fauna identified as endangered,

STAFF REPORT MEMORANDUM

threatened, or species of special concern, as defined by Federal Law or Florida Statutes, and found to exist in Zephyrhills by the Florida Game Fresh Water Fish commission, shall be protected through compliance with appropriate Federal and State regulations.

Response: There are no known endangered, threatened, or species of special concern as defined by Federal law or Florida Statutes on this site. To further protect any resources that may be found, the City will require in any development order issued, that if any species of flora and fauna identified as endangered, threatened, or species of special concern are found on-site, all construction activities will cease immediately, and proper authorities are to be notified of the discovery. Any remediation necessary will occur prior to any construction activities commencing.

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

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

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

Response: The owner/developer shall comply with each of these provisions during the planning, design, engineering, staff review, permitting, construction, and inspection process of the subject property.

NEIGHBORHOOD INTEGRITY AND AESTHETIC

OBJECTIVE LU-9: Improve and enhance the visual appearance of neighborhoods and commercial areas in the City.

POLICY LU-1-9-1: The land development regulations shall provide for reduction of confusion and visual clutter through control of size, placement, and related aspects of signage.

Response: The site plan, when presented to the City, shall promote the intent of the industrial district, the intent of the zoning and land use categories, and be designed in sympathy with the adjacent uses of land. The subject property's entry signage shall be reviewed and permitted by Staff to assure it meets all signage requirements of the City.

STAFF REPORT MEMORANDUM

URBAN SERVICE AREA AND ANNEXATION

OBJECTIVE LU1-10-1: The City manages its growth through the establishment of a future service area, guidelines for annexation and the execution and maintenance of interlocal agreements with Pasco County.

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

Response: Subject property is located within the interlocal agreements' service area. The future land use amendment is required if the property is developed.

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

Response: The subject policy is within the identified area.

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

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

Response: Water and sewer services are adjacent to the subject property. The owner/developer of any future site application shall be required to submit an application to the City and/or County for access and construct any required improvements to the transportation network as required by the City and/or County

STAFF REPORT MEMORANDUM

codes. All level of service standards shall be met concurrent with any development.

ECONOMIC DEVELOPMENT

GOAL ECO-1: To provide a diverse economic base which affords the City of Zephyrhills and its residents a maximum amount of economic opportunity.

Response: The addition of industrial lands will reduce the reliance on residential ad valorem tax base and will diversify the economic base. Once developed with an industrial user, this property will provide additional employment opportunities which traditionally compensate higher than service industry jobs.

POLICY ECO-I-2-3: It shall be the policy of the City of Zephyrhills to develop and maintain programs which assist suitable new companies in expansion and relocation efforts in order to create annually, a number of jobs, when combined with jobs in new industries, that exceeds the average annual growth in employment over the past five years.

Response: Proactively annexing and providing the correct FLU and Zoning designations to Industrial properties will provide additional opportunities for new or expanding companies to locate in a more efficient manner.

OBJECTIVE ECO-1-4: The City shall ensure that land is allocated for future commercial, industrial and conservation/open space land uses to allow for a viable economy.

POLICY ECO-1-4-1: It shall be the policy of the City of Zephyrhills to provide for the location and clustering of major commercial and industrial activities according to the following guidelines:

- a. In close proximity to principal arterials.
- b. With access to appropriate utilities (water, sewer, electricity, gas, telephone) or to allow for provision of these utilities.
- c. With access to mass transit routes where feasible.
- d. With on-site rail facilities and airport access, if appropriate, and available.
- e. So as to have acceptable impacts to the natural environment and adjacent land uses.

POLICY ECO-1-6-2: It shall be the policy of the City of Zephyrhills to continue support for the Zephyrhills Industrial Park.

Response: Through the annexation, comprehensive plan amendment, and zoning amendment, the City will be increasing its industrial land availability in close proximity to principal arterials (US 98, US 301, I-75, I-4), access to utilities, air and rail access, and will have minimal impacts to the natural environment and adjacent land uses. The

STAFF REPORT MEMORANDUM

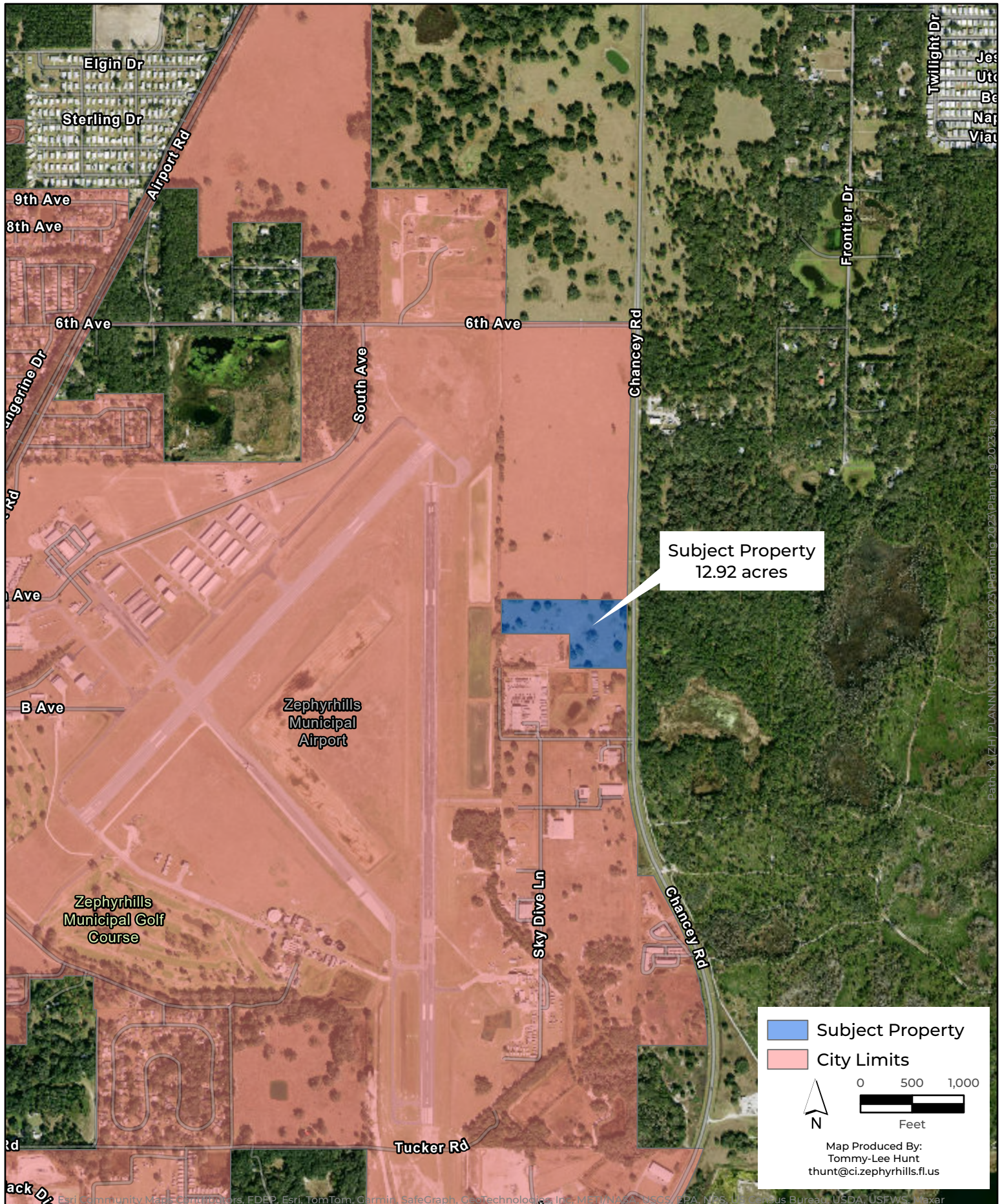
subject property is located adjacent to the “Airport Industrial Park” and is part of the future vision for the City’s Industrial Corridor.

III. RECOMMENDATION

Site Plan Review Committee – Recommended approval on June 18, 2024

Planning Commission – Recommended approval on July 16, 2024

Staff - Based upon Staff’s analysis herein, along with supporting documentation - Staff recommends approval of this petition for annexation, rezoning to LI (Light Industrial) and FLUMA to I (Industrial).



Bauducco Foods Annexation, Location Map

Data Source:
City of Zephyrhills GIS

City of Zephyrhills

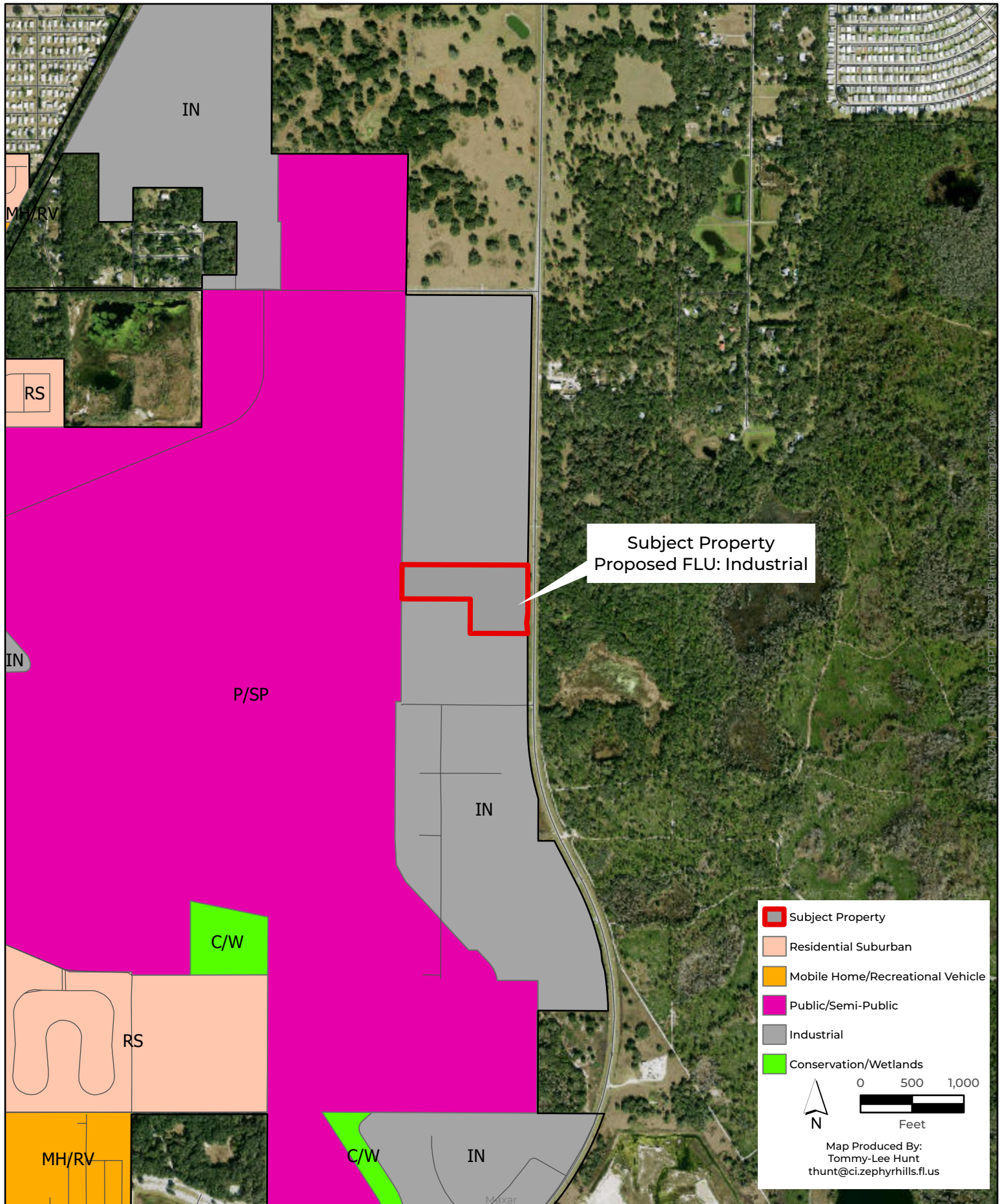
5335 8th Street
Zephyrhills, FL 33542

Project No: ANX ___-24

June 2024

lin: 1,200ft

Page 426 of 530



From: [John Bostic III](#)
To: [Rodney Corriveau, AICP](#); [C.J. Funnell](#)
Cc: [Todd Vandenberg](#)
Subject: Re: Request for Water Capacity for New Development
Date: Monday, June 10, 2024 6:35:34 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

There should be plenty for this parcel as I am aware of what may go there. ASs long as there is nothing extravagant being proposed.

Thank you,
John

John Bostic III
Utilities Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3508
FAX: 813-780-0005
ci.zephyrhills.fl.us

Disclaimer: Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

From: Rodney Corriveau, AICP <RCorriveau@ci.zephyrhills.fl.us>
Sent: Monday, June 10, 2024 3:33 PM
To: John Bostic III <JBostic@ci.zephyrhills.fl.us>; C.J. Funnell <cjfunnell@ci.zephyrhills.fl.us>
Cc: Todd Vandenberg <TVandenberg@ci.zephyrhills.fl.us>
Subject: Request for Water Capacity for New Development

John/CJ

We are processing an annexation for approx.. 12.92 acres to be zoned industrial. Can you please indicate if we have water capacity for a yet to be determined **industrial** use in the City?

I have attached the application. Again, we have no proposal at this point, just an annexation and zoning to Light Industrial and FLUMA to Industrial. Perhaps we could base on a worst-case scenario to cover ourselves.

TY, Rod

Rodney Corriveau, AICP
Principal Planner
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542



PH: 813-780-0201

FAX: 813-780-0005

ci.zephyrhills.fl.us



Disclaimer: Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

BUSINESS ITEMS/PUBLIC HEARING 3.6

Zephyr Lakes/Abbott Park Final Plat Phase 3

Issue:

Dune FL Land I Sub LLC has submitted a final plat for Phase 3 in the Zephyr Lakes subdivision. The City Council approved the Zephyr Lakes PUD (Planned Unit Development) with Ordinance 1366-18 on May 21 2018. Additionally, the City Council approved an amendment to Ordinance 1366-18 on May 9th 2022 with Ordinance 1435-22. The City Council approved a Developer's Agreement between the City and the Developer providing for standards regarding the completion of necessary infrastructure.

The subject phase consists of approximately 71 single-family residential lots located north of Kossik Road. The infrastructure has been completed and the applicant, at the City's request, has prepared the necessary bonds and related engineer's estimate for the bond amount.

The development is a Community Development District (CDD). Therefore, the homeowners, through the CDD, will be responsible for maintenance and upkeep of the bonded infrastructure. Ordinance No. 1232-14 on June 23, 2014, established the Zephyr Lakes Community Development District. The last plat approved by the City Council was Phase 4C on April 25th 2022.

Finally, the City Council instructed Staff to hold the processing of the remaining three (3) final plats until such time that an agreement was reached to resolve the connection of Kossik Road and Otis Allen Road.

It appears that a resolution between all interested parties has been reached regarding the roadway alignment necessary to avoid future conflict with the transmission pole(s). If the Council chooses to approve this final plat this evening, there will be two (2) final plats that remain within the subdivision that await the City's approval.

Project Highlights:

Approx. Density: 3.84 DU per acre

Maximum Height: 35 Feet/2-Stories

Moratorium: Not Subject – Previously approved PUD development and water usage calculated under existing water use permit (WUP).

Background:

This is one final plat in a series of plats to be reviewed by the City Council based upon the originally approved PUD agreement;

The final plat has been reviewed by the Staff and has been found to comply with Section 11.03.04.02 of the City's LDCs for plat submission requirements;

The final plat has been reviewed by the City's surveyor of record and has been found to comply with State Statue Chapter 177, Part I, Platting;

A property information report and boundary survey have been reviewed by Staff and the City's surveyor of record and found to be in compliance with State Statues and LDRs;

City Staff has reviewed the final plat for adherence to the existing Planned Unit Development (PUD) agreement presented by the developer, reviewed by Staff and approved by the City Council;

The City Attorney has reviewed the submitted subdivider's agreement (and associated bonds), HOA documents and CDD information and found the information legally sufficient;

A subdivider's agreement, maintenance bond, performance bond, and cost estimates for the Phase is part of this submission and report to the Council.

Attachment(s):

1. Staff Report for CC ZL Phase 3 Final Plat Sept 23 2024
2. Zephyr Lakes Location Phase 3
3. Zephyr Lakes Ph 3 Plat FINAL
4. ZEPHYR LAKES Phase 3 Performance Bond
5. ZEPHYR LAKES Phase 3 Maintenance Bond
6. Zephyr Lakes Phase 3 - Subdivider Agreement
7. Landscape Perf Bond Limits-ZL3
8. Performance CE_Zephyr Lakes Ph3_EOR_SS-2024.08.19
9. Revised Warr CE - Zephyr Lakes Ph3_2024.09.04

Fiscal Impact:

Precise figures TBD, vacant, unimproved land is proposed to be improved and part of a larger PUD.

Staff Recommendation:

Staff recommends APPROVAL of the Final Plat for Zephyr Lakes Phase 3.

**Staff Report
Memorandum**

To: City Council
From: Rod Corriveau, AICP – Principal Planner
RE: SUB 25-22
Zephyr Lakes FINAL PLAT Phase 3
Date: September 23rd 2024

I. BACKGROUND & INFORMATION

A. Application Summary and Roadway Alignment Update

Dune FL Land I Sub LLC has submitted a final plat for Phase 3 in the Zephyr Lakes subdivision. The City Council approved the Zephyr Lakes PUD (Planned Unit Development) with Ordinance 1366-18 on May 21 2018. Additionally, the City Council approved an amendment to Ordinance 1366-18 on May 9th 2022 with Ordinance 1435-22. The City Council approved a Developer’s Agreement between the City and the Developer providing for standards regarding the completion of necessary infrastructure. Finally, the City Council instructed Staff to hold the processing of the remaining three (3) final plats until such time that an agreement was reached to resolve the connection of Kossik Road and Otis Allen Road. It appears that a resolution between all interested parties has been reached regarding the roadway alignment necessary to avoid future conflict with the transmission pole(s). If the Council chooses to approve this final plat this evening, there will be two (2) final plats that remain within the subdivision that await the City’s approval.

B. Site Information

<u>Applicant Owner:</u>	Dune Florida Land I Sub LLC
<u>Location:</u>	Northwest corner of subdivision
<u>Subdivision Location:</u>	Bordered by Wire Road to the east and north, Zephyr Commons to the west, and Pretty Pond to the south.
<u>Parcel ID Number (subject area):</u>	35-25-21-0010-00500-0000
<u>Existing Land Use:</u>	Vacant
<u>Existing Future Land Use:</u>	Residential Suburban

<u>Existing Zoning:</u>	Planned Unit Development
<u>Subdivision Size:</u>	235 Acres
<u>Size of area to be platted:</u>	18.46 Acres
<u>Number of lots:</u>	71
<u>Approx. Density:</u>	3.84 DU per acre
<u>Maximum Height:</u>	35 Feet/2-Stories
<u>Moratorium:</u>	Not Subject – Previously approved PUD development and water usage calculated under existing water use permit (WUP).

II. DATA & ANALYSIS REVIEW

A. Background:

The subject phase consists of approximately 71 single-family residential lots located north of Kossik Road. The infrastructure has not been completed and therefore the applicant has prepared the necessary bonds and related engineer's estimate for the bond amount. Please see depiction of area to be plated on page four (4) of this report, see attachments for complete plat information.

The development is a Community Development District (CDD), therefore the homeowners, through the CDD, will be responsible for maintenance and upkeep of the bonded infrastructure. Ordinance No. 1232-14 on June 23, 2014, established the Zephyr Lakes Community Development District. The last plat approved by the City Council was Phase 4C on April 25th 2022.

The Planning Department reviewed this submittal per the Planned Unit Development (PUD) approval and applicable sections of Section 11.03.04 of the City's Land Development Code (LDC) and the City's surveyor of record has reviewed the plat per technical sections of Section 11.03.04 of the City's Land Development Code and Florida Statutes Chapter 177.

B. Analysis

This is one final plat in a series of plats to be reviewed by the City Council based upon the originally approved PUD agreement, and as previously discussed, two (2) final plats remain to be approved by the City;

The final plat has been reviewed by the Staff and has been found to comply with Section 11.03.04.02 of the City's LDC (Land Development Code) for plat submission requirements;

The final plat has been reviewed by the City's surveyor of record and has been found to comply with State Statute Chapter 177, Part I, Platting;

A property information report and boundary survey have been reviewed by Staff and the City's surveyor of record and found to be in compliance with State Statutes and LDRs (Land Development Regulations);

City Staff has reviewed the final plat for adherence to the existing Planned Unit Development (PUD) agreement presented by the developer, reviewed by Staff and approved by the City Council;

The City Attorney has reviewed the submitted subdivider's agreement (and associated bonds), HOA documents and CDD information and found the information legally sufficient;

A subdivider's agreement, maintenance bond, performance bond, and cost estimates for the Phase is part of this submission and report to the Council.

As part of the subdivision approval process, the applicant has submitted, and Staff has reviewed the following:

- A subdivider's agreement is attached and ready for execution by Council;
- A performance bond is executed by the developer and attached;
- A maintenance bond is executed and attached;
- Cost Estimates are devised and attached;

III. IMPORTANT REMINDER OF PUBLIC SERVICES ANALYSIS (WUP UPDATE)

Previously approved PUD development and water usage calculated under existing water use permit (WUP)..

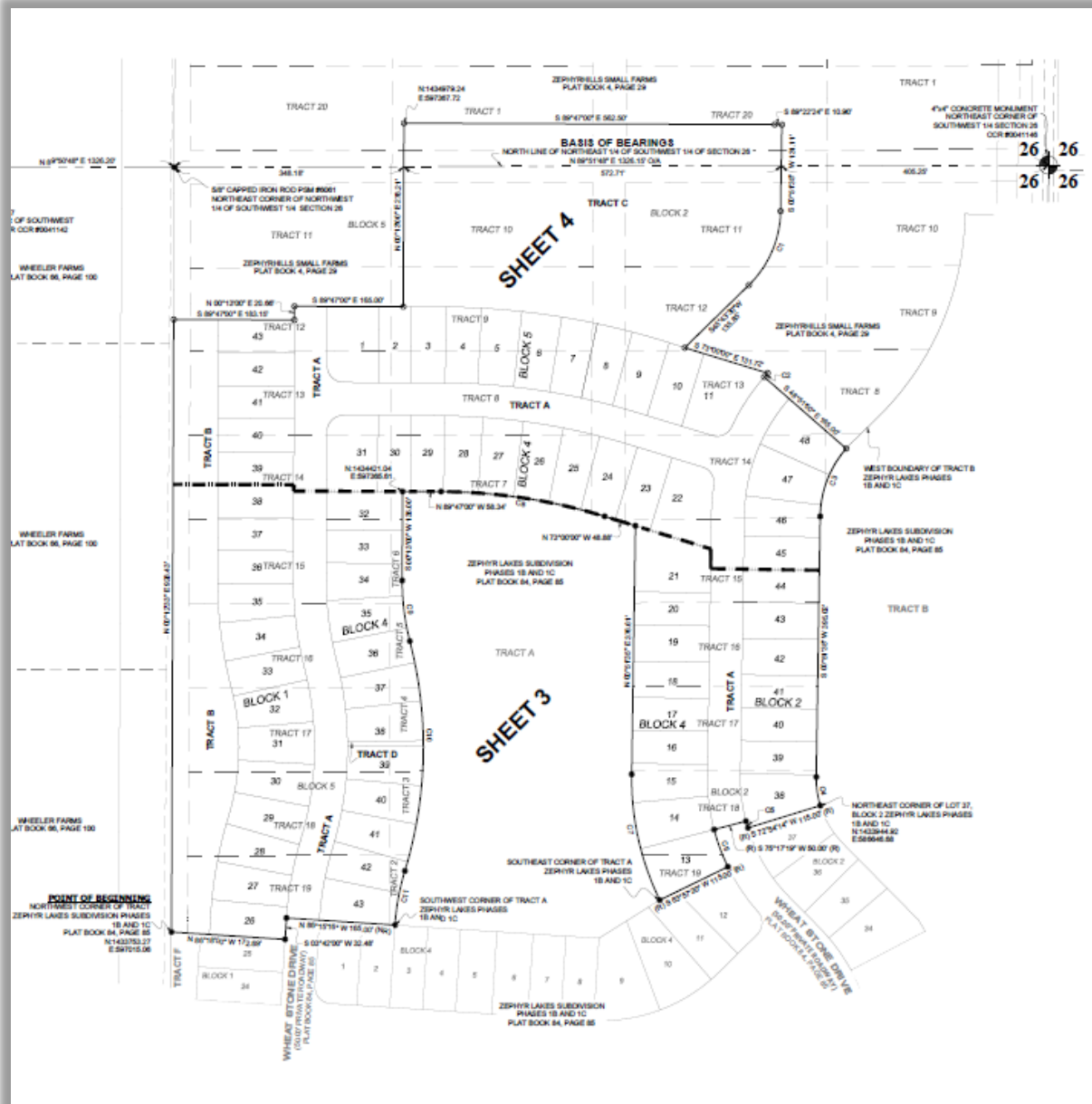
IV. PREVIOUS ACTION AND STAFF RECOMMENDATION

- A. **Site Plan Review Committee** – The SPRC recommended approval of the Final Plat at its regularly scheduled meeting on September 20, 2022.

[Please note that a technical review was recently performed by the City's EOR and SOR to ensure compliance and any germane updates incorporated into the plat and all supporting documents.]

- B. **Planning Commission** – Not Applicable – Final Plats are not heard by the Planning Board sitting as the LPA (Local Planning Agency).

Therefore based upon the analysis contained herein, **Staff recommends APPROVAL of the Final Plat for Zephyr Lakes Phase 3.**

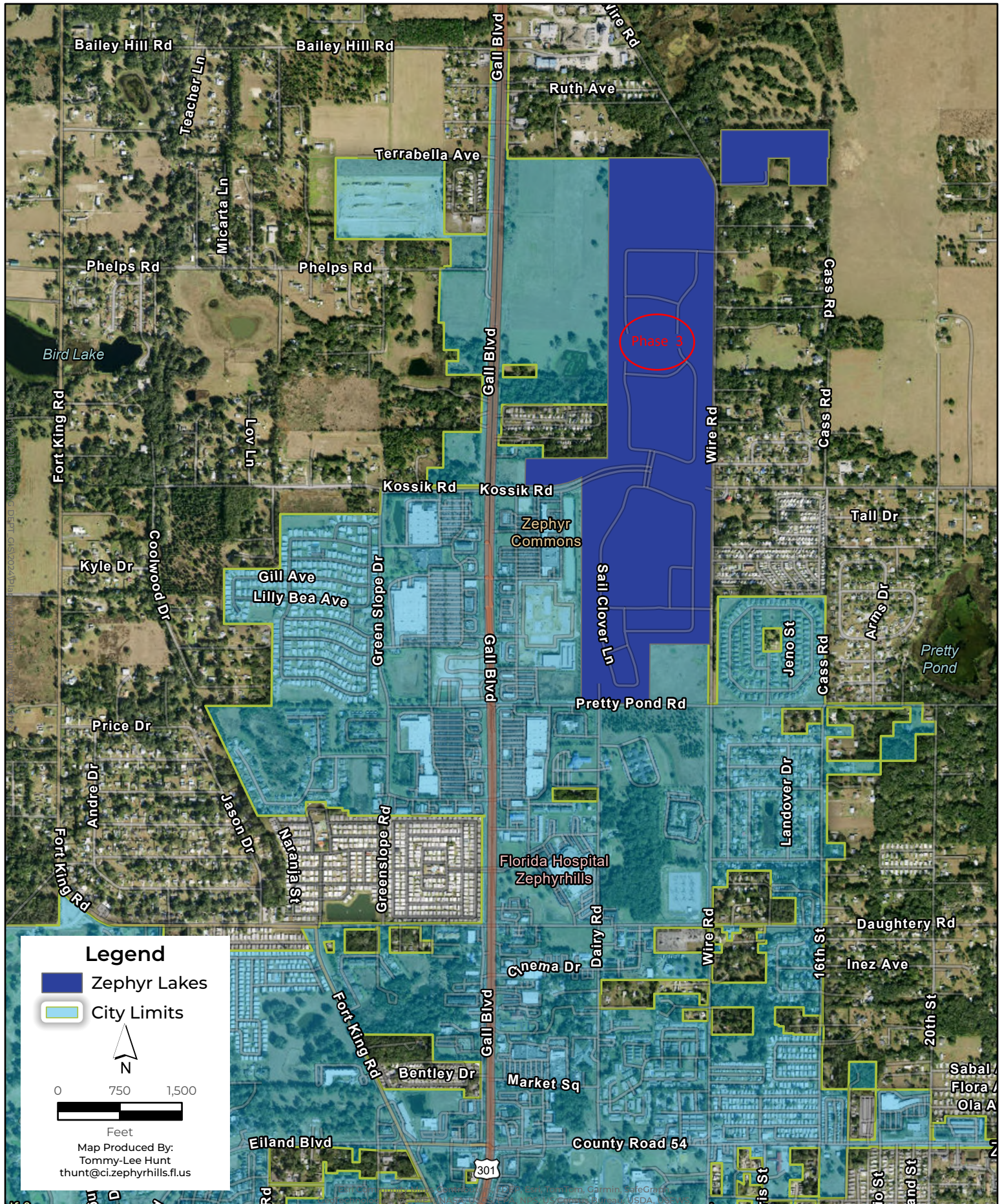


Depiction of area to be plated

Courtesy of Hamilton Engineering.

V. ATTACHMENTS

- Maintenance/Performance Cost Estimates
- Executed Bonds
- Subdivider's Agreement (*requires Council execution*)
- Final Plat (*Mylar requires Council execution*)



PLAT BOOK ____ PAGE ____

LEGAL DESCRIPTION:

THE ABOVE PARCEL CONTAINING 18.46 ACRES, MORE OR LESS.

Page 438 of 530

ZEPHYR LAKES SUBDIVISION PHASE 3

BEING A REPLAT OF PORTIONS OF BLOCKS 2, 3, 4, AND 5 AND PORTIONS OF THOSE PLATTED RIGHTS-OF-WAY ABUTTING SAID BLOCKS OF ZEPHYRHILLS SMALL FARMS AS RECORDED IN PLAT BOOK 4, PAGE 29, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 25 SOUTH, RANGE 21 EAST, PASCO COUNTY, CITY OF ZEPHYRHILLS, FLORIDA.

BOUNDARY AND KEY SHEET

PLAT BOOK ____ PAGE ____

SURVEYOR'S NOTES

- THE COORDINATE VALUES SHOWN HEREON ARE BASED ON THE PASCO COUNTY PRIMARY HORIZONTAL CONTROL NETWORK AND WERE ESTABLISHED TO THIRD ORDER CLASS ACCURACY AS DEFINED BY THE STANDARDS AND SPECIFICATIONS FOR GEODETIC CONTROL NETWORKS, AS PUBLISHED BY THE FEDERAL GEODETIC COMMITTEE DATED SEPTEMBER 1984 OR LATEST EDITION (PCLDC 306.10). THE COORDINATES SHOWN TIED TO NATIONAL GEODETIC SURVEY MONUMENT S36-151.
- BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM (2007 ADJUSTMENT). THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, HAVING A BEARING OF N 89°51'48" E.
- SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING; THE CITY OF ZEPHYRHILLS BUILDING DEPARTMENT HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
- DRAINAGE EASEMENTS SHALL NOT CONTAIN, EXCEPT FOR THE CONSTRUCTION AND MAINTENANCE OF NATURE TRAILS AND WALKS BY THE DEVELOPER, PERMANENT IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, AND SPRINKLER SYSTEMS. THE INSTALLATION OF POLES, FENCES, TREES, SHRUBS, HEDGES, AND LANDSCAPING PLANTS ARE PERMITTED IF INSTALLED IN A MANNER THAT WILL NOT OBSTRUCT THE FREE FLOW OF WATER AND PROHIBIT ACCESS TO THOSE EASEMENTS LABELED ACCESS EASEMENT. HOWEVER, IT WILL BE THE INDIVIDUAL LOT OWNER'S RESPONSIBILITY TO BEAR THE FULL COST IF SAID POLES, FENCES, TREES, SHRUBS, HEDGES, AND LANDSCAPING PLANTS ARE REQUIRED TO BE REMOVED FOR THE INSTALLATION, REPAIR, AND MAINTENANCE OF SURFACE/SUBSURFACE DRAINAGE STRUCTURES AND GRADING ACCORDING TO THE APPROVED GRADING AND DRAINAGE PLAN. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.
- THIS PLAT IS SUBJECT TO THE FOLLOWING ENCUMBRANCES AND/OR EASEMENTS:
A. NOTICE OF ESTABLISHMENT OF THE ZEPHYR LAKES COMMUNITY DEVELOPMENT DISTRICT RECORDED IN ORB 9074, PAGE 2458.

WETLAND CONSERVATION NOTE:

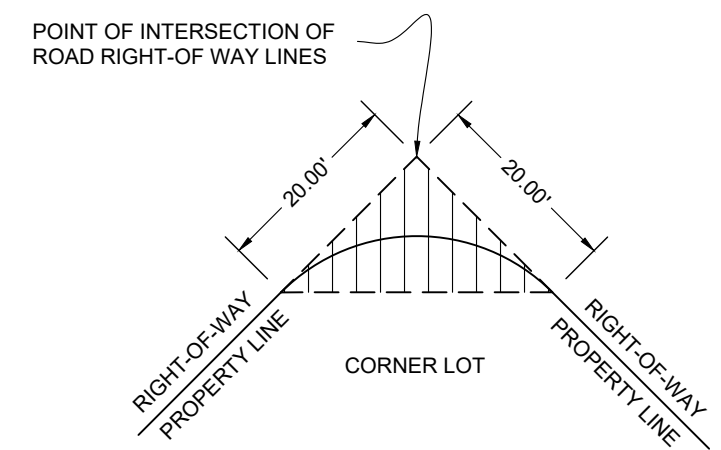
WETLAND CONSERVATION AREAS AS SHOWN HEREON MAY BE SUBJECT TO CERTAIN RESTRICTIONS FOUND IN: CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE, SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWM) ENVIRONMENTAL RESOURCES PERMIT, AND/OR THE UNITED STATES ARMY CORPS OF ENGINEERS (COE) PERMIT.

NOTE:
ALL LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091(9) OF THE FLORIDA STATUTES.

- LEGEND
- = SET PERMANENT REFERENCE MONUMENT (PRM)
 - = 1/2" IRON ROD WITH PRM BLUE CAP LB #7013
 - ⊙ = FOUND PERMANENT REFERENCE MONUMENT (PRM) 1/2" CAPPED IRON ROD LB #7013, UNLESS OTHERWISE NOTED
 - = SET PERMANENT CONTROL POINT (PCP) LB #7013
- BDRY = BOUNDARY
CCR = CERTIFIED CORNER RECORD
DA = DRAINAGE AREA
DE = DRAINAGE EASEMENT
LB = LICENSED BUSINESS
LSW = LANDSCAPE AREA AND WALL EASEMENT
(NR) = NON-RADIAL LINE
O/A = OVERALL
ORB = OFFICIAL RECORDS BOOK
(R) = RADIAL LINE
UE = UTILITY EASEMENT (PUBLIC)

TRACT TABULATION

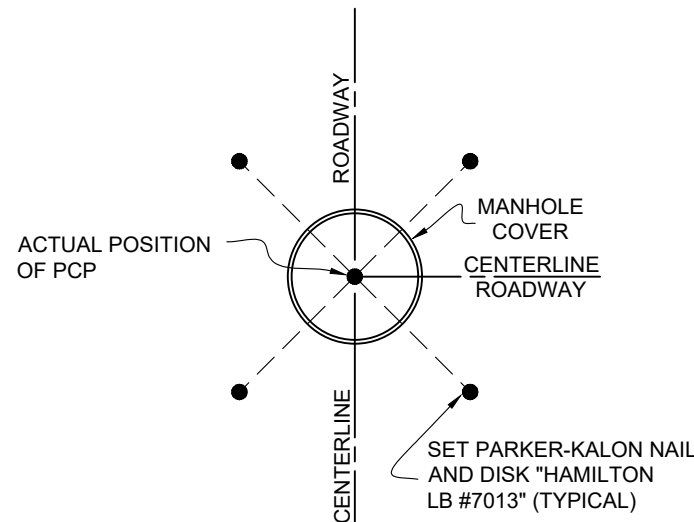
- TRACT A - RIGHT-OF-WAY (PRIVATE)
TRACT B - DRAINAGE AREA, LANDSCAPE AREA (PRIVATE) AND DRAINAGE EASEMENT (PUBLIC)
TRACT C - DRAINAGE AREA (PRIVATE) AND DRAINAGE EASEMENT (PUBLIC)
TRACT D - DRAINAGE AREA (PRIVATE), DRAINAGE EASEMENT, AND ACCESS (PUBLIC)



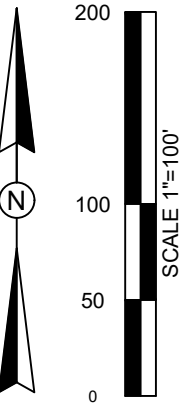
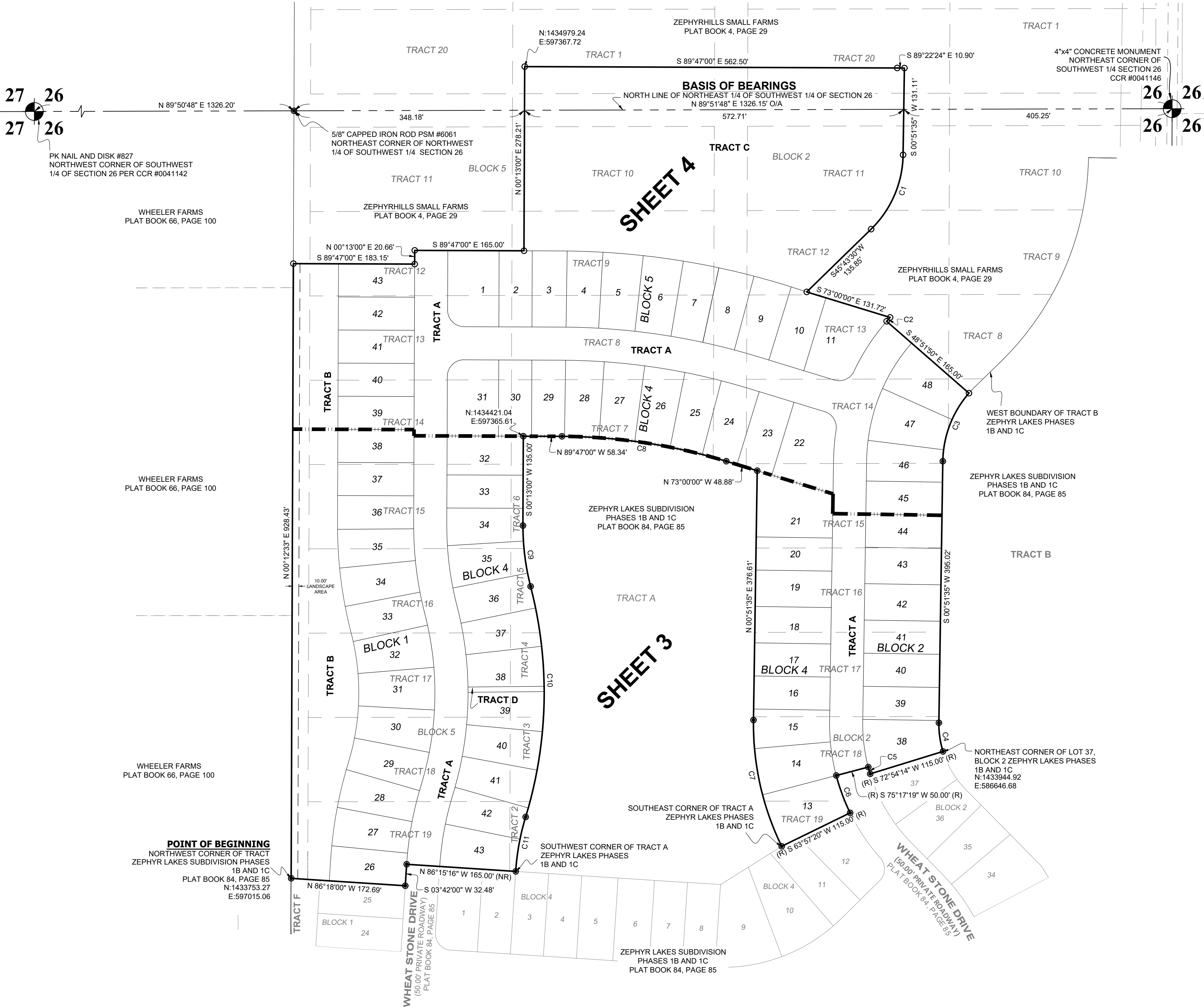
NOTE: ON ALL CORNER LOTS, NOTHING WILL BE ERRECTED, PLACED, OR PLANTED IN SUCH A MANNER AS TO IMPEDE VISION WITHIN 20.00' OF THE INTERSECTION OF THE ROAD RIGHT-OF-WAY LINES IN BOTH DIRECTIONS.

CLEAR SIGHT TRIANGLE DETAIL (NOT TO SCALE)

CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	160.00'	S 23°17'32" W	122.11'	125.29'	44°51'55"
C2	325.00'	S 41°49'34" W	7.83'	7.83'	1°22'49"
C3	160.00'	S 20°59'52" W	110.17'	112.47'	40°16'35"
C4	140.00'	S 08°07'05" E	43.70'	43.87'	17°57'21"
C5	255.00'	N 15°54'14" W	10.61'	10.61'	2°23'05"
C6	305.00'	S 20°22'41" E	60.23'	60.33'	11°19'59"
C7	420.00'	N 12°35'32" W	195.41'	197.22'	26°54'15"
C8	860.00'	N 81°23'30" W	251.02'	251.92'	16°47'00"
C9	360.00'	S 07°10'15" E	92.58'	92.83'	14°46'29"
C10	640.00'	S 01°14'00" W	348.33'	352.78'	31°34'58"
C11	360.00'	S 10°21'45" W	83.53'	83.72'	13°19'29"



PERMANENT CONTROL POINT (P.C.P.) MANHOLE DETAIL (NOT TO SCALE)



3409 W LEMON ST
TAMPA, FL 33609
TEL: 813.250.3535

LB #7013 CA #9474
www.HamiltonEngineering.US

775 WARNER LANE
ORLANDO, FL 32803
TEL: 407.362.5929

"NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

BEING A REPLAT OF PORTIONS OF BLOCKS 2, 3, 4, AND 5 AND PORTIONS OF THOSE PLATTED RIGHTS-OF-WAY ABUTTING SAID BLOCKS OF ZEPHYRHILLS SMALL FARMS AS RECORDED IN PLAT BOOK 4, PAGE 29, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 25 SOUTH, RANGE 21 EAST, PASCO COUNTY, CITY OF ZEPHYRHILLS, FLORIDA.

CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C4	140.00'	S 08°07'05" E	43.70'	43.81'	17°52'11"
C5	255.00'	N 15°54'14" W	10.61'	10.67'	2°23'05"
C6	305.00'	S 20°22'41" E	60.23'	60.33'	11°19'59"
C7	420.00'	N 12°35'32" W	195.41'	197.22'	26°54'15"
C8	860.00'	N 81°23'30" W	251.02'	251.92'	16°47'00"
C9	360.00'	S 07°10'15" E	92.58'	92.83'	14°46'29"
C10	640.00'	N 01°14'00" W	348.33'	352.78'	13°19'58"
C11	360.00'	S 10°21'45" W	83.53'	83.72'	13°24'29"
C12	525.00'	S 10°22'10" W	121.69'	121.96'	13°18'50"
C14	475.00'	S 10°22'04" W	110.13'	110.38'	13°18'38"
C15	475.00'	N 01°14'00" E	258.53'	261.83'	31°34'58"
C17	525.00'	N 01°14'00" E	285.74'	289.39'	31°34'58"
C18	525.00'	N 07°10'15" E	135.01'	135.38'	14°46'29"
C19	280.00'	N 06°55'33" W	75.86'	76.10'	15°34'16"
C20	475.00'	S 07°10'15" E	122.15'	122.49'	14°46'29"
C34	305.00'	S 06°55'33" E	82.63'	82.89'	15°34'16"
C36	255.00'	N 06°55'33" W	69.09'	69.30'	15°34'16"
C37	525.00'	N 04°38'05" E	16.87'	16.87'	1°50'28"
C38	525.00'	N 08°10'56" E	48.12'	48.14'	5°15'14"
C39	525.00'	N 13°26'10" E	48.12'	48.14'	5°15'14"
C40	525.00'	N 16°32'38" E	8.81'	8.81'	0°57'42"
C41	475.00'	N 13°57'30" E	50.82'	50.84'	6°07'58"
C42	475.00'	N 07°00'44" E	64.47'	64.52'	7°46'55"
C43	475.00'	N 06°45'52" W	64.47'	64.52'	7°46'55"
C44	475.00'	N 08°33'47" W	64.47'	64.52'	7°46'55"
C45	475.00'	N 13°30'22" W	17.44'	17.44'	2°06'14"
C46	525.00'	N 12°43'32" W	33.64'	33.65'	3°40'19"
C47	525.00'	N 08°15'33" W	48.12'	48.14'	5°15'14"
C48	525.00'	N 03°00'19" W	48.12'	48.14'	5°15'14"
C49	525.00'	N 00°04'51" W	5.45'	5.45'	0°35'42"
C50	475.00'	N 07°36'45" E	64.64'	64.69'	7°48'11"
C51	475.00'	N 14°16'10" E	45.67'	45.69'	5°00'39"
C52	525.00'	N 16°23'12" E	11.70'	11.70'	1°16'35"
C53	525.00'	N 13°07'17" E	48.12'	48.14'	5°15'14"
C54	525.00'	N 07°52'03" E	48.12'	48.14'	5°15'14"
C55	525.00'	N 02°34'09" E	48.94'	48.96'	5°20'34"
C56	525.00'	N 00°32'19" W	8.00'	8.00'	0°52'23"
C57	525.00'	N 03°38'48" W	48.94'	48.96'	5°20'34"
C58	525.00'	N 08°56'42" E	48.12'	48.14'	5°15'14"
C59	525.00'	N 13°03'54" W	27.36'	27.36'	2°59'01"
C60	475.00'	N 12°55'17" W	27.13'	27.14'	3°16'24"
C61	475.00'	N 02°23'38" W	64.47'	64.52'	7°46'55"
C84	360.00'	N 07°36'25" E	49.06'	49.10'	7°48'50"
C85	360.00'	N 14°16'10" E	34.61'	34.63'	5°30'39"
C86	640.00'	N 13°07'17" E	58.67'	58.69'	5°15'14"
C87	640.00'	N 07°52'03" E	58.67'	58.69'	5°15'14"
C88	640.00'	N 02°31'48" E	60.53'	60.55'	5°25'16"
C89	640.00'	N 00°52'19" W	8.00'	8.00'	0°42'58"
C90	640.00'	N 03°26'27" W	60.53'	60.55'	5°25'16"
C91	640.00'	N 08°56'42" E	58.67'	58.69'	5°15'14"
C92	640.00'	N 13°03'54" W	33.35'	33.36'	2°59'01"
C93	360.00'	N 12°55'17" W	20.56'	20.57'	3°16'24"
C94	360.00'	N 02°23'38" W	48.86'	48.90'	7°46'55"
C101	305.00'	S 02°04'55" E	31.31'	31.32'	5°53'01"
C102	305.00'	S 09°52'04" E	51.51'	51.57'	9°41'16"
C103	420.00'	N 02°04'55" W	43.11'	43.13'	5°53'01"
C104	420.00'	N 09°52'04" W	70.93'	71.01'	9°41'16"
C105	420.				

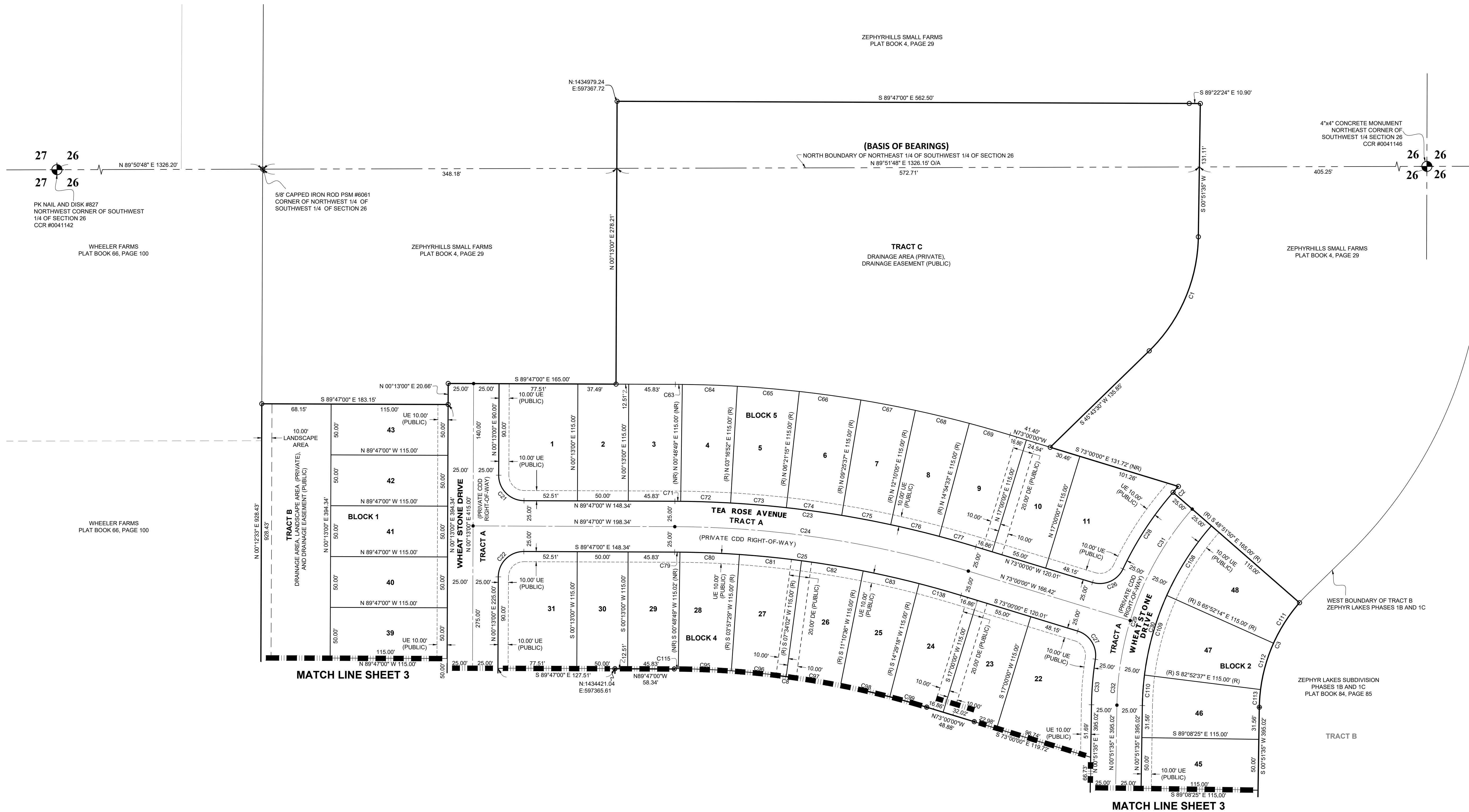
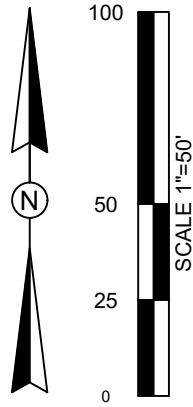


SHEET 3 OF 4

ZEPHYR LAKES SUBDIVISION PHASE 3

BEING A REPLAT OF PORTIONS OF BLOCKS 2, 3, 4, AND 5 AND PORTIONS OF THOSE PLATTED RIGHTS-OF-WAY ABUTTING SAID BLOCKS OF ZEPHYRHILLS SMALL FARMS AS RECORDED IN PLAT BOOK 4, PAGE 29, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 25 SOUTH, RANGE 21 EAST, PASCO COUNTY, CITY OF ZEPHYRHILLS, FLORIDA.

PLAT BOOK ____ PAGE ____



CURVE TABLE				
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	160.00'	S 23°17'32\"	122.11'	125.29'
C2	325.00'	S 41°49'34\"	7.83'	1°22'49\"
C3	160.00'	N 20°59'52\"	110.17'	112.47'
C8	860.00'	N 81°23'30\"	251.02'	251.92'
C21	25.00'	S 44°47'00\"	35.36'	39.27'
C22	25.00'	S 45°13'00\"	35.36'	39.27'
C23	1025.00'	N 81°23'30\"	299.18'	300.25'
C24	1000.00'	S 81°23'30\"	291.88'	292.92'
C25	975.00'	N 81°23'30\"	284.58'	285.60'
C26	25.00'	N 66°06'24\"	32.73'	35.69'

CURVE TABLE				
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C27	25.00'	N 32°06'24\"	32.73'	35.69'
C28	325.00'	S 33°10'29\"	90.03'	90.32'
C29	300.00'	N 20°59'52\"	206.57'	210.89'
C30	275.00'	S 20°59'52\"	189.36'	193.31'
C31	300.00'	S 29°04'05\"	125.44'	126.38'
C32	300.00'	S 08°55'47\"	84.23'	84.51'
C33	325.00'	S 04°49'24\"	44.93'	44.96'
C63	1140.00'	S 89°36'38\"	6.88'	6.88'
C64	1140.00'	S 88°04'42\"	54.09'	54.09'
C65	1140.00'	S 85°10'57\"	61.14'	61.15'

CURVE TABLE				
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C66	1140.00'	S 82°06'34\"	61.13'	61.14'
C67	1140.00'	S 79°12'09\"	54.53'	54.54'
C68	1140.00'	S 76°27'41\"	54.53'	54.54'
C69	1140.00'	S 74°02'44\"	41.60'	41.60'
C71	1025.00'	S 89°37'28\"	5.68'	5.68'
C72	1025.00'	S 88°05'33\"	49.13'	49.14'
C73	1025.00'	S 85°10'57\"	54.97'	54.98'
C74	1025.00'	S 82°06'34\"	54.97'	54.97'
C75	1025.00'	S 79°12'09\"	49.03'	49.04'
C76	1025.00'	S 76°27'41\"	49.03'	49.04'

CURVE TABLE				
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C77	1025.00'	S 74°02'44\"	37.40'	37.41'
C79	975.00'	S 89°37'54\"	5.16'	5.16'
C80	975.00'	S 87°45'40\"	58.50'	58.51'
C81	975.00'	S 84°14'15\"	61.41'	61.42'
C82	975.00'	S 80°37'41\"	61.41'	61.42'
C83	975.00'	S 77°10'03\"	56.35'	56.36'
C85	860.00'	S 87°46'51\"	52.19'	52.20'
C86	860.00'	S 84°14'15\"	54.17'	54.17'
C97	860.00'	S 80°37'41\"	54.17'	54.18'
C98	860.00'	S 77°10'03\"	49.70'	49.71'

CURVE TABLE				
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C99	860.00'	S 74°15'21\"	37.69'	37.70'
C108	275.00'	S 32°37'58\"	81.33'	81.63'
C109	275.00'	S 15°37'35\"	81.33'	81.63'
C110	275.00'	S 03°59'29\"	30.05'	30.06'
C111	160.00'	S 32°37'58\"	47.32'	47.49'
C112	160.00'	S 15°37'35\"	47.32'	47.49'
C113	160.00'	S 03°59'29\"	17.48'	17.49'
C115	860.00'	S 89°39'05\"	3.96'	3.96'
C138	975.00'	S 74°15'21\"	42.74'	42.74'

NOTE:
ALL LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091(9) OF THE FLORIDA STATUTES

- LEGEND
- = SET PERMANENT REFERENCE MONUMENT (PRM)
 - = FOUND PERMANENT REFERENCE MONUMENT (PRM)
 - = 1/2\"
 - = (PCP) PERMANENT CONTROL POINT LB #7013
 - BDRY = BOUNDARY
 - CCR = CERTIFIED CORNER RECORD
 - DA = DRAINAGE AREA (PRIVATE)
 - DE = DRAINAGE EASEMENT (PUBLIC)
 - LB = LICENSED BUSINESS
 - LSW = LANDSCAPE AREA AND WALL EASEMENT (PUBLIC)
 - (NR) = NON-RADIAL LINE
 - O/A = OVERALL
 - OSB = OFFICIAL RECORDS BOOK
 - (R) = RADIAL LINE
 - UE = UTILITY EASEMENT (PUBLIC)



HAMILTON
ENGINEERING & SURVEYING, LLC

3409 W LEMON ST
TAMPA, FL 33609
TEL: 813.250.3535

LB #7013 CA #8474
www.HamiltonEngineering.US

775 WARNER LANE
ORLANDO, FL 32803
TEL: 407.362.5929

"NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PERFORMANCE BOND

BY THIS BOND, WE, Zephyr Lakes Community Development District as PRINCIPAL, and Berkley Insurance Company, as SURETY, are bound to City of Zephyrhills, Florida, a municipal corporation of the State of Florida, hereinafter call "CITY", in the sum of \$15,312.50 dollars for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has applied to the CITY for approval of a plat of a certain area of land within the City to be known as Zephyr Lakes Phase 3 and has agreed, as a condition to the approval of said plat by the CITY, to install all required, approved, or dedicated improvements. Said improvements consisting of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements installed in connection with the PROJECT; and

WHEREAS, the approval of said plat by the CITY is further conditioned upon the furnishing of an adequate Surety Bond to the CITY.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the PRINCIPAL:

- a. Shall in all respects comply with the terms and conditions of the approval of said plat, these conditions being more specifically the completion of all required, approved, or dedicated roads, drainage, sewer and water improvements, and/or other improvements which were installed in connection with the PROJECT pursuant to the approved plans and specifications heretofore filed with the CITY, and in accordance with the ordinances and regulations of the CITY;
- b. Shall complete all improvements within one (1) year after the final plat has received approval from the CITY, unless a longer time for completion shall be allowed by said CITY;
- c. Shall submit a written request for an inspection of all improvements to the Public Works Department at least sixty (60) days prior to the termination of the completion period; and
- d. Shall submit an appropriate maintenance guarantee as required by the City of

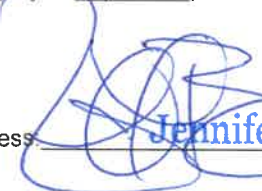
Zephyrhills; then this obligation shall be void. Otherwise, it remains in full force and effect.

AND the said SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the improvements to be made hereunder, or in the plans, specifications and schedules covering the same, shall in any way affect the obligation of said SURETY on this bond and the SURETY does hereby waive notice of any such changes.

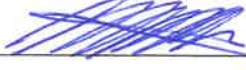
THIS BOND shall be for the use and benefit of the CITY if it should elect to proceed with said work upon the failure or refusal of the PRINCIPAL within the time hereinabove specified, or any subsequent date provided through an agreement between the PRINCIPAL and the CITY for an extension of time.

IT IS FURTHER understood that should the City of Zephyrhills be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL, shall be responsible for attorney's fees and court costs incurred by the CITY and SURETY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed on this 16th day of September, 2024.

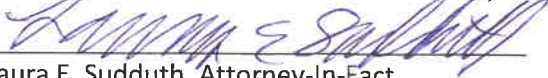
Witness:  Jennifer L. Barrs

Zephyr Lakes Community Development District
PRINCIPAL (Seal)

By  Chairman

Witness:  Misty Witt
Misty Witt, Witness

Berkley Insurance Company
SURETY (Seal)

By  Laura E. Sudduth, Attorney-In-Fact

There shall be no release of this performance bond without a written release from the City of Zephyrhills Public Works Department.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Mary Ann Garcia; Laura E. Sudduth; Mario Arzamendi, Sr.; Amanda R. Turman-Avina; Barbara Norton; Jessica Richmond; Stephanie Gross; Reshma Jennie Goonie; Teuta Luri; or Misty Witt of Marsh USA LLC of Houston, TX* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024



Attest:

By

Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafler
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company

MARIA C. RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney, that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 16th day of September, 2024

Vincent P. Forte

MAINTENANCE BOND

BY THIS BOND WE, Zephyr Lakes Community Development District, as PRINCIPAL and, as SURETY, are bound to the City of Zephyrhills, Florida, a political subdivision of the State of Florida, herein called City, in the sum of \$485,955.59 for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if, for a period of one (1) year commencing on the latter of the date upon which a Certificate of Completion has been issued by the City, or the date upon which the Performance Bond has been released by the City for the platted subdivision known as Zephyr Lakes Phase 3, hereinafter called "PROJECT", PRINCIPAL:

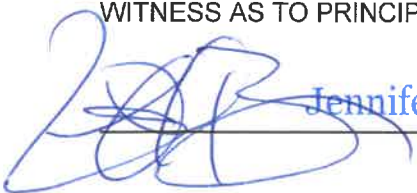
1. Maintains all required, approved, or dedicated roads, drainage, sewer and water improvements, and/or other improvements which were installed in connection with the PROJECT; and
2. Repairs or replaces all such improvements which are found by the Director of Public Works not to comply with CITY approvals or requirements, or which are found to be deficient in materials, workmanship, or structural integrity under City, State, or Federal regulations, whichever may be applicable, or industry standards; and
3. Submits a written request for an inspection of improvements to the Public Works Department at least sixty (60) days prior to the termination of the completion of the one (1) year maintenance period referenced above; and
4. Pays all costs and expenses incurred for or incidental to compliance with the requirements of Subparagraphs 1 and 2 above;

then this obligation shall be void. Otherwise, it remains in full force and effect.

IT IS FURTHER understood that should the City be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL and SURETY shall be responsible for attorney's fees and court costs incurred by the City.

DATED the 16th day of September, 2024.

WITNESS AS TO PRINCIPAL:



Jennifer L. Barrs

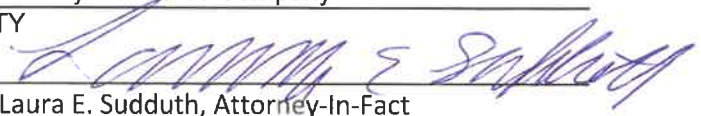
PRINCIPAL Zephyr Lakes Community Development District (Seal)

BY:  _____
Chairman

WITNESS AS TO SURETY:



Misty Witt, Witness

Berkley Insurance Company
SURETY
BY:  _____
Laura E. Sudduth, Attorney-In-Fact

There shall be no release of this maintenance bond without a written release from the City of Zephyrhills Public Works Department.

CITY OF
ZEPHYRHILLS

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Mary Ann Garcia; Laura E. Sudduth; Mario Arzamendi, Sr.; Amanda R. Turman-Avina; Barbara Norton; Jessica Richmond; Stephanie Gross; Reshma Jennie Goonie; Teuta Luri; or Misty Witt of Marsh USA LLC of Houston, TX* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024



Attest:

By

Philip S. Welt

Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafler

Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney, that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 16th day of September, 2024

Vincent P. Forte

SUBDIVIDER'S AGREEMENT

This Agreement made and entered into this 17 day of September 2024, by and between Zephyr Lakes Community Development District hereinafter referred to as "Subdivider," Dune FL Land I Sub, LLC, a Delaware limited partnership hereinafter referred to as "Owner", and the City of Zephyrhills, a political subdivision of the State of Florida, hereinafter referred to as "City."

Witnesseth

WHEREAS, the City Council of the City of Zephyrhills has established a Land Development Code, hereinafter referred to as the LDC, pursuant to authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the incorporated areas of the City of Zephyrhills; and

WHEREAS, the Subdivider has filed with the City of Zephyrhills Planning Department drawings, plans, specifications and other information relating to construction, of roads, grading, sidewalks, stormwater drainage systems, easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the City; and

WHEREAS, the Subdivider will build and construct the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider requests the City to accept the improvements for performance and maintenance as listed below and identified as applicable to this project:

1. Paving
2. Storm Drainage
3. Sanitary Gravity Sewer System
4. Sanitary Sewer Distribution System
5. Water Mains/Services

WHEREAS, the City requires the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agree to correct any such defects which arise during the warranty period; and

WHEREAS, the City requires the Subdivider to submit to the City an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain acceptance for maintenance by the City of the aforementioned improvements, the Subdivider and City agree as follows:

1. The terms, conditions and regulations contained in the City of Zephyrhills LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to warranty all improvement facilities located in Zephyr Lakes Phase 3 subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of one (1) year following the date of acceptance of said improvements for maintenance by the City. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the City.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the City an instrument ensuring the performance of the obligations

described in paragraph 2, above, specifically identified as:

0264611 9/16/24
a. A Performance Bond (No.#####), Dated XX X, 2024,
With Zephyr Lakes Community Development
District Principal, and XXXX as Surety

Berkley Insurance Company
0264612 9/16/24

b. A Maintenance Bond (No.#####), Dated XX X, 2024,
With Zephyr Lakes Community Development
District Principal, and XXXX as Surety

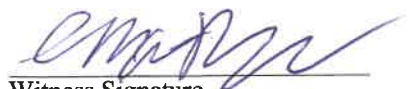
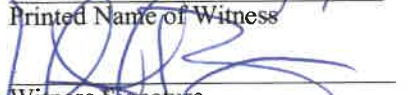
Berkley Insurance Company

Copies of said letters of credit, bonds, escrow agreements, or cashier/certified checks is/are attached hereto and by reference made a part hereof.

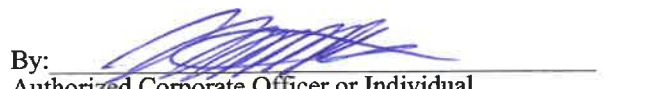
4. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of the Subdivider's failure or neglect to perform.
5. The City agrees, pursuant to the terms contained in the LDC to accept the Improvement Facilities for maintenance, upon proper completion, approval by the City's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
6. The City agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of the Engineer-of-Records' Certification, signed and sealed, stating that the improvements have been completed in accordance with the plans, drawings and specifications submitted to and approved by the City's Planning Department, in accordance with all applicable City regulations relating to the construction of the improvement facilities.
7. If any article, section, clause or provision of this agreement is held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which will remain in full force and effect.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this
17 day of September, 2024

ATTEST:


Witness Signature
Marco Nguyen
Printed Name of Witness

Witness Signature
Jennifer L. Barrs
Printed Name of Witness

SUBDIVIDER: Zephyr Lakes Community Development District

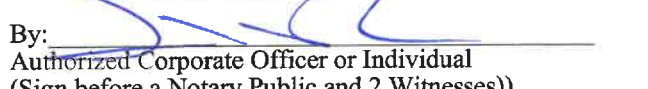
By: 
Authorized Corporate Officer or Individual
(Sign before a Notary Public and 2 Witnesses))
Michael Lawson
Name (typed, printed or stamped)
Chairman
Title
2502 N. Rocky Point Dr., #1050
Tampa, FL 33607
Address of Signer
813-288-8078
Phone Number of Signer

ATTEST:


Witness Signature
Marco Nguyen
Printed Name of Witness

Witness Signature
Jennifer L. Barrs
Printed Name of Witness

OWNER: Dune FL Land I Sub, LLC

By: 
Authorized Corporate Officer or Individual
(Sign before a Notary Public and 2 Witnesses))
John Ryan
Name (typed, printed or stamped)
Manager
Title
2502 N. Rocky Point Dr., #1050
Tampa, FL 33607
Address of Signer
813-288-8078
Phone Number of Signer

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

BY: _____
Ricardo Quinones, City Clerk

By: _____
Kenneth Burgess, City Council President

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Matthew E. Maggard, City Attorney

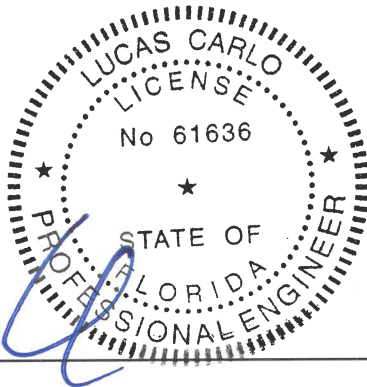
6' PVC FENCE



Zephyr Lakes Phase 3
SUBDIVISION INFRASTRUCTURE
Engineer's Certification of Total Cost and Quantities

LANDSCAPING.....	\$	12,250.00
TOTAL:	\$	12,250.00
125% PERFORMANCE BOND AMOUNT:	\$	15,312.50

Digitally signed by
Lucas Carlo
Date: 2024.08.19
09:11:18-04'00'




Lucas Carlo, P.E.
Florida Registered Professional Engineer #61636
Hamilton Engineering and Surveying, Inc. LB #8474

8/19/24

Zephyr Lakes Phase 3

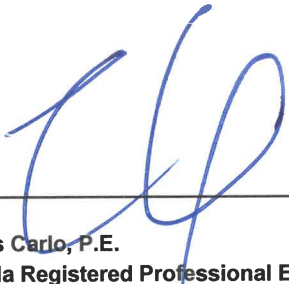
SUBDIVISION INFRASTRUCTURE

LANDSCAPING - DETENTION POND 60

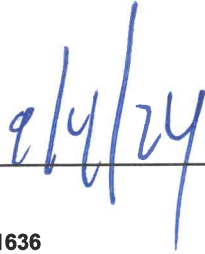
Description	Unit	Estimated Quantity	Unit Price	Total Amount
Live Oak	EA	3	\$350.00	\$ 1,050.00
Slash Pine	EA	1	\$350.00	\$ 350.00
Crape Myrtle (3")	EA	9	\$275.00	\$ 2,475.00
Crape Myrtle (4")	EA	10	\$350.00	\$ 3,500.00
Bald Cypress	EA	15	\$325.00	\$ 4,875.00
TOTAL				\$ 12,250.00

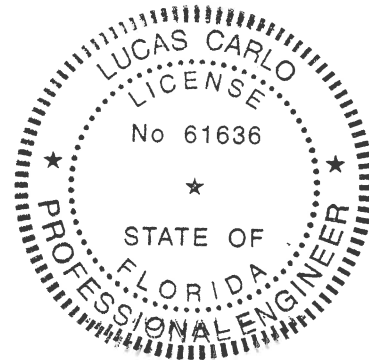
Zephyr Lakes Phase 3
SUBDIVISION INFRASTRUCTURE
Engineer's Certification of Total Cost and Quantities

EARTHWORK.....	\$	1,886,122.00
PAVING.....	\$	332,937.50
STORM DRAINAGE.....	\$	170,048.00
SANITARY SEWER COLLECTION SYSTEM:	\$	380,405.00
WATER DISTRIBUTION SYSTEM:	\$	296,374.00
RECLAIM WATER DISTRIBUTION SYSTEM:	\$	173,817.40
TOTAL:	\$	3,239,703.90
15% WARRANTY BOND AMOUNT:	\$	485,955.59



Lucas Carlo, P.E.
Florida Registered Professional Engineer #61636
Hamilton Engineering and Surveying, Inc. LB #8474





Zephyr Lakes Phase 3

SUBDIVISION INFRASTRUCTURE

EARTHWORK

Item No.	Description	Unit	Contractor's Quantity	Unit Price	Total Amount
	Grass and Mulch (side slopes flatter than 5:1)	SY	5400	\$ 0.50	\$ 2,700.00
	Staked Erosion Control	LF	5100	\$ 2.50	\$ 12,750.00
	Site Grading	SY	6415	\$ 1.80	\$ 11,547.00
	Bahia Sod	SF	8875	\$ 4.00	\$ 35,500.00
TOTAL					\$ 62,497.00

Item No.	Description	Unit	Contractor's Quantity	Unit Price	Total Amount
Phase 5 Stormwater Pond					
	Compliance with requirements of NPDES Permit	LS	1	\$ 15,000.00	\$ 15,000.00
	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00
	Survey	LS	1	\$ 40,000.00	\$ 40,000.00
	Staked Erosion Control	LF	10,050	\$ 2.50	\$ 25,125.00
	Soil Tracking Prevention Device	LS	1	\$ 6,500.00	\$ 6,500.00
	Dewatering	LS	1	\$ 60,000.00	\$ 60,000.00
	Pond Excavation & Truck Loading	CY	225,000	\$ 4.00	\$ 900,000.00
	Grade Pond Banks & Install Bahia Sod	SF	265,000	\$ 2.80	\$ 742,000.00
SUBTOTAL					\$ 1,823,625.00
TOTAL					\$ 1,886,122.00

Zephyr Lakes Phase 3

SUBDIVISION INFRASTRUCTURE

PAVING

Item No.	Description	Unit	Contractor's Quantity	Unit Price	Total Amount
	1" Type FC-9.5 Asphalt Overlay	SY	5100	\$ 15.00	\$ 76,500.00
	6" Crushed Concrete Base Course	SY	5100	\$ 21.00	\$ 107,100.00
	12" Stabilized Subgrade	SY	5100	\$ 5.00	\$ 25,500.00
	6" Type "B" Stabilization (under curb)	SF	4440	\$ 1.50	\$ 6,660.00
	5' Concrete Sidewalk (4" Thick)	SF	805	\$ 27.50	\$ 22,137.50
	5' Concrete Sidewalk (6" Thick)	LF	0		\$ -
	ADA Sidewalk Ramp per FDOT Index 304	EA	12	\$ 750.00	\$ 9,000.00
	Concrete Miami Curb (Type A)	LF	4440	\$ 16.00	\$ 71,040.00
	Concrete Transition Curb	LF	0		\$ -
	Concrete Drop Curb	LF	0		\$ -
	"T" Type Turnaround (install)	EA	0	\$ 12,500.00	\$ -
	"T" Type Turnaround (remove)	EA	0		\$ -
	Dead End Barricade (install)	EA	0	\$ 550.00	\$ -
	Traffic Signs and Striping	LS	1	\$ 15,000.00	\$ 15,000.00
				TOTAL	\$ 332,937.50

Zephyr Lakes Phase 3

SUBDIVISION INFRASTRUCTURE

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Contractor's Quantity	Unit Price	Total Amount
	15" RCP	LF	554	\$ 50.00	\$ 27,700.00
	18" RCP	LF	636	\$ 81.00	\$ 51,516.00
	24" RCP	LF	161	\$ 112.00	\$ 18,032.00
	Type "P" Manhole	EA	3	\$ 4,500.00	\$ 13,500.00
	42" RCP	LF	0		\$ -
	48" RCP	LF	0		\$ -
	Type 1 Curb Inlet	EA	8	\$ 5,300.00	\$ 42,400.00
	Type 2 Curb Inlet	EA	1	\$ 11,800.00	\$ 11,800.00
	15" MES	EA	1	\$ 2,200.00	\$ 2,200.00
	24" MES	EA	1	\$ 2,900.00	\$ 2,900.00
				TOTAL	\$ 170,048.00

Zephyr Lakes Phase 3

SUBDIVISION INFRASTRUCTURE

SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Contractor's Quantity	Unit Price	Total Amount
	4" PVC Service Pipe	LF	602	\$ 52.00	\$ 31,304.00
	6" PVC Service Pipe	LF	896	\$ 70.00	\$ 62,720.00
	8" PVC (0' - 6' Cut)	LF	110	\$ 43.00	\$ 4,730.00
	8" PVC (6' - 8' Cut)	LF	510	\$ 45.00	\$ 22,950.00
	8" PVC (8' - 10' Cut)	LF	240	\$ 46.50	\$ 11,160.00
	8" PVC (10' - 12' Cut)	LF	330	\$ 48.00	\$ 15,840.00
	8" PVC (12' - 14' Cut)	LF	537	\$ 50.00	\$ 26,850.00
	8" PVC (14' - 16' Cut)	LF	270	\$ 51.50	\$ 13,905.00
	8" PVC (16' - 18' Cut)	LF	332	\$ 53.00	\$ 17,596.00
	8" PVC (18' - 20' Cut)	LF	0	\$ 55.00	\$ -
	8" PVC (20' - 22' Cut)	LF	0	\$ 56.50	\$ -
	Standard Manhole (0' - 6' Cut)	EA	1	\$ 5,800.00	\$ 5,800.00
	Standard Manhole (6' - 8' Cut)	EA	3	\$ 6,500.00	\$ 19,500.00
	Standard Manhole (8' - 10' Cut)	EA	0	\$ 7,650.00	\$ -
	Standard Manhole (10' - 12' Cut)	EA	2	\$ 9,400.00	\$ 18,800.00
	Standard Manhole (12' - 14' Cut)	EA	2	\$ 10,525.00	\$ 21,050.00
	Standard Manhole (14' - 16' Cut)	EA	1	\$ 11,650.00	\$ 11,650.00
	Standard Manhole (16' - 18' Cut)	EA	1	\$ 18,000.00	\$ 18,000.00
	Standard Manhole (20' - 22' Cut)	EA	0		\$ -
	Remove Plug and Connect to Existing	EA	2	\$ 3,500.00	\$ 7,000.00
	8" Plug and Stub	EA	0	\$ 1,000.00	\$ -
	Single Sewer Service Connection	EA	6	\$ 1,200.00	\$ 7,200.00
	Double Sewer Service Connection	EA	33	\$ 1,950.00	\$ 64,350.00
	8" x 4" Tee Wye	EA	0		\$ -
	8" x 6" Tee Wye	EA	0		\$ -

TOTAL \$ 380,405.00

Zephyr Lakes Phase 3

SUBDIVISION INFRASTRUCTURE

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Contractor's Quantity	Unit Price	Total Amount
	Connect to Existing Water Main	LS	2	\$ 2,000.00	\$ 4,000.00
	1" Poly Water Service	LF	1315	\$ 14.40	\$ 18,936.00
	6" PVC Water Main	LF	2311	\$ 60.00	\$ 138,660.00
	4" Plug	EA	0		\$ -
	6" Plug	EA	0		\$ -
	4" Gate Valve	EA	0		\$ -
	6" Gate Valve	EA	10	\$ 2,000.00	\$ 20,000.00
	4" 45 Degree Bend	EA	0		\$ -
	6" 22 1/2 Degree Bend	EA	0		\$ -
	6" 45 Degree Bend	EA	0		\$ -
	4" x 4" Tee	EA	0		\$ -
	6" x 6" Tee	EA	0		\$ -
	4" x 4" Cross	EA	0		\$ -
	Fire Hydrant Assembly	EA	3	\$ 8,150.00	\$ 24,450.00
	Blow-off Assembly	EA	2	\$ 900.00	\$ 1,800.00
	2" Sleeve	LF	296	\$ 9.50	\$ 2,812.00
	3" Sleeve	LF	348	\$ 17.00	\$ 5,916.00
	Single Service (Short)	EA	15	\$ 800.00	\$ 12,000.00
	Single Service (Long)	EA	7	\$ 950.00	\$ 6,650.00
	Double Service (Short)	EA	24	\$ 1,100.00	\$ 26,400.00
	Double Service (Long)	EA	23	\$ 1,250.00	\$ 28,750.00
	Fittings	LS	1	\$ 6,000.00	\$ 6,000.00
TOTAL					\$ 296,374.00

Zephyr Lakes Phase 3

SUBDIVISION INFRASTRUCTURE

RECLAIM DISTRIBUTION SYSTEM

Item No.	Description	Unit	Contractor's Quantity	Unit Price	Total Amount
	Connect to Existing Reclaim Main	LS	2	\$ 2,000.00	\$ 4,000.00
	1" Purple Poly Service Line	LF	2068	\$ 14.40	\$ 29,779.20
	4" PVC Reclaim Main	LF	1538	\$ 21.40	\$ 32,913.20
	6" PVC Reclaim Main	LF	697	\$ 40.00	\$ 27,880.00
	4" Gate Valve	EA	7	\$ 1,800.00	\$ 12,600.00
	6" Gate Valve	EA	3	\$ 2,000.00	\$ 6,000.00
	Blow-off Assembly	EA	1	\$ 750.00	\$ 750.00
	2" Sleeve	LF	106	\$ 9.50	\$ 1,007.00
	3" Sleeve	LF	364	\$ 17.00	\$ 6,188.00
	Single Service (Short)	EA	3	\$ 750.00	\$ 2,250.00
	Single Service (Long)	EA	3	\$ 1,050.00	\$ 3,150.00
	Double Service (Short)	EA	13	\$ 1,100.00	\$ 14,300.00
	Double Service (Long)	EA	20	\$ 1,350.00	\$ 27,000.00
	Fittings	LS	1	\$ 6,000.00	\$ 6,000.00
				TOTAL	\$ 173,817.40

CITY ATTORNEY'S REPORT 4.1

Smoking Prohibited in City Parks; Vaping Prohibited on City Property

First Reading **ORDINANCE NO. 1494-24 "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING SECTION 130.24**

SMOKING PROHIBITED IN CITY PARKS AND VAPING PROHIBITED IN OR ON CITY PROPERTY; ESTABLISHING PROHIBITED CONDUCT, DEFINITIONS AND PENALTIES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE."

Issue:

At the May 13, 2024, council meeting, the Pasco County Students Working Against Tobacco (SWAT) presented smokefree policies. They requested Council to pass an ordinance banning smoking and vaping in city parks. Attached you will find an ordinance for your consideration to ban smoking and vaping in city parks along with banning vaping within city-owned buildings.

Background:

Attachment(s):

1. Ordinance 1494-24 - Smoking Prohibited in City Parks; Vaping Prohibited on City Property

Fiscal Impact:

No impact

Staff Recommendation:

Staff recommends approval of Ordinance 1494-24 and direct staff to advertise for public hearing.

ORDINANCE NO.: 1494-24

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING SECTION 130.24 SMOKING PROHIBITED IN CITY PARKS AND VAPING PROHIBITED IN OR ON CITY PROPERTY; ESTABLISHING PROHIBITED CONDUCT, DEFINITIONS AND PENALTIES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Zephyrhills, Florida (the “City”), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, Florida Statutes Chapter 386 (the Florida Clean Air Act) preempts the regulation of smoking in the State of Florida; and

WHEREAS, Florida Statutes Section 386.209 provides that a municipality may further restrict smoking within the boundaries of any public beaches and public parks within its jurisdiction, unless such restriction conflicts with a county ordinance, except that the municipality may not further restrict the smoking of unfiltered cigars; and

WHEREAS, the Florida Clean Air Act does not preclude the adoption of municipal ordinances that impose more restrictive regulation on the use of vapor-generating devices; and

WHEREAS, cigarette butts pollute parks and contain toxic chemicals that adversely impact the environment;

WHEREAS, littered cigarette butts and filtered cigar debris are difficult to remove from public parks, can cause hazards to park patrons and wildlife, can significantly detract from a healthy environment, and can reduce the enjoyment of the City's public parks for those individuals and families who want to enjoy a healthy environment, free of smoking-related pollution and hazards; and

WHEREAS, secondhand smoke is dangerous to inhale and can significantly detract from a healthy environment, and can reduce the enjoyment of the City's public parks for those individuals and families who want to enjoy a healthy environment, free of secondhand smoke hazards; and

WHEREAS, the City Council desires to regulate smoking in all City Parks in accordance with its statutory authority; and

WHEREAS, the City Council desires to regulate smoking in all City Parks in accordance with its statutory authority; and

WHEREAS, the City Council has determined that it is in the City’s interest to create new sections of the City’s Code of Ordinances from time to time to assure that the Code of Ordinances adequately meet the needs of the City; and

WHEREAS, Florida Statutes Section 286.209 provides that a municipality may further restrict smoking with the boundaries of any public beaches and public parks within its jurisdiction, unless such restriction conflicts with a county ordinance, except that the municipality may not further restrict the smoking of unfiltered cigars; and

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

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

Section 1. Authority.

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

Section 2. Legislative Findings of Fact.

The foregoing **WHEREAS** clauses are hereby adopted as legislative findings of the City Council of the City of Zephyrhills and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 3. Creation of Section 130.24 of the City of Zephyrhills Code of Ordinances - Prohibiting Smoking and/or Vaping in and upon Public Parks and City Property Within the City Of Zephyrhills Prohibited.

Section 130.24 - Smoking and/or Vaping in and upon Public Parks and City Property Within the City of Zephyrhills Prohibited is hereby created as part of the City of Zephyrhills Code of Ordinances as follows:

130.23 SMOKING AND/OR VAPING IN AND UPON PUBLIC PARKS AND CITY PROPERTY WITHIN THE CITY OF ZEPHYRHILLS PROHIBITED

A. Definitions:

1. **“Smoke” and “Smoking”** - As used herein, "smoke" and “smoking” shall mean inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted tobacco product whether natural or synthetic. This definition does not include the use of unfiltered cigars (pursuant to Florida Statute §386.209).
2. **“Vape” and “Vaping”** - As used herein, "vape" and “vaping” shall mean using, inhaling, exhaling, or holding an activated electronic smoking device or any other plant product intended for inhalation, including hookah and marijuana.
3. **“Tobacco Product”** - As used herein, "tobacco product" shall mean:
 - i. any product containing, made, or derived from tobacco, nicotine or nicotine analogues that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;
 - ii. any electronic smoking device as defined in this Section 130.23 and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or
 - iii. any component, part, accessory, of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, and pipes.

- iv. “Tobacco Product” does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.
- 4. **“Electronic Smoking Device”** - As used herein, “electronic smoking device” shall mean an electronic device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.
- 5. **“Tobacco Product Waste”** - As used herein, “tobacco product waste” any material that is left over and regularly intended to be discarded after the use or consumption of a tobacco product. Tobacco product waste includes, but is not limited to, discarded cigarette butt filters, cigar or cigarillo tips, cigarette packs, cigar or cigarillo wrappers, electronic smoking devices of all types, electronic smoking device cartridges or refill containers, plastic packaging, foil, or other disposable tobacco product remnants or tobacco product packaging in any form.
- B. **Smoking and Vaping Prohibited in City Parks.** It shall be unlawful for any person to smoke and/or vape any tobacco product or electronic smoking device and/or dispose of any tobacco product waste in any City Park including the parking areas designated for said park. that warrant a justifiable and reasonable concern for the health, safety, or welfare of the public.
- C. **Vaping Prohibited on City Property.** It shall be unlawful for any person to vape any tobacco product or electronic smoking device and/or dispose of any tobacco product waste on any property owned by the City, including parking lots and other designated parking areas, facilities, parks, courtyards and buildings owned by the City.
- D. **Penalties.** Any and all violation of the Ordinance shall constitute a separate Class IV offense as set forth in the Uniform Fine and Citation Schedule as adopted by the Sixth Judicial Circuit, and shall be prosecuted as provided in Section 162.21, Florida Statutes. Each violation and each day constituting a violation shall be fined and prosecuted as a separate offense. Fines shall be doubled for a second offense and for each subsequent offense thereafter.

Section 4. Repealer.

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

Section 5. Severability.

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

Section 6. Inclusion into the Code.

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

Section 7. Effective Date.

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

The foregoing Ordinance No. 1494-24 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 23rd day of September 2024.

Attest:

Ricardo Quiñones, Acting City Clerk

Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1494-24 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 14th day of October 2024.

Attest:

Ricardo Quiñones, Acting City Clerk

Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1494-24 was approved by me this 14th of October 2024.

Melonie Bahr Monson, Mayor

Approved as to legal form and legal content:

Matthew E. Maggard, Esq.
City Attorney

CITY MANAGER'S REPORT 5.1

Approval of agreement 41-24-23 with Hidden River Homeowners Association for repayment of liftstation upgrades.

Issue:

Two of the four lift stations constructed in Hidden River Subdivision were not built to city specifications, therefore they were deeded to the HOA. The HOA has requested for a couple years for the City to take ownership of the stations. After much discussion, the city has agreed to upgrade the stations and take ownership. In exchange, the HOA will pay \$150,000 of the \$310,000 costs to convert the stations.

Attached are several documents associated with the agreement between the City and Hidden River HOA.

- City will pay for costs of conversion;
- HOA will repay the City \$150,000 over a 10 year period;
- HOA will survey and deed the needed property to the City for the liftstations.

Background:

Lennar Homes developed Hidden River Subdivision south of Chancey Road. The development includes 4 lift stations, 2 of which were not intended to be operated by the City, therefore were not built to city specifications. The 2 liftstations were dedicated to the HOA, which have no interest in maintaining the stations. Currently, the HOA contracts with the City to maintain these stations.

Attachment(s):

1. 41-24-23 Hidden River HOA agreement
2. Secured Promissory Note
3. Absolute Assignment of Assessments and Association Rights
4. Assessment Security Agreement
5. Authorization to File UCC Financing Statements

Fiscal Impact:

Total cost of the project is \$310,958.26; which the city will fully pay. Hidden River HOA will

reimburse the City \$150,000 over the next 10 years. Funding is from dollars as a result of cost savings on other projects.

Staff Recommendation:

Staff recommends approval of Agreement 41-24-23 with Hidden River Homeowners Association, Inc.

Hidden River

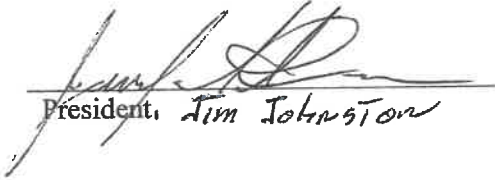
HOMEOWNERS ASSOCIATION, INC.

WRITTEN ACTION BY THE BOARD OF DIRECTORS

WHEREAS, the Board of Directors of Hidden River Homeowners Association, Inc., pursuant to FL Statute 617.0821 and pursuant to the By-Laws of the Association, desires to take the following action without a meeting:

RESOLVED the current Board of Directors approves the adoption of the attached Lift Station Acceptance Agreement and associated contractual documents, turn over and assumption of responsibility to begin when all associated contractual documents are signed, beginning September 18, 2024.

DONE by unanimous written consent this 18th day of September 2024.


President, Tim Johnston

Vice President
VACANT POSITION


Treasurer, Scott Daugherty


Secretary Alexia Weyandt


Director at Large Tammy Hoover

3527 Palm Harbor Blvd • Palm Harbor, FL 34683

Phone: 727-787-3461 • 800-647-0055

Fax: 727-787-3423

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LIFT STATION ACCEPTANCE AGREEMENT

THIS LIFT STATION ACCEPTANCE AGREEMENT (this "Acceptance Agreement") is made and entered into as of this _____ day of _____, 2024, by and between HIDDEN RIVER HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Hidden River" or "Association"), and CITY OF ZEPHYRHILLS, FLORIDA, a Florida municipal corporation ("City").

W I T N E S S E T H :

WHEREAS, pursuant to the terms of that certain Declaration of Covenants and Restrictions for Hidden River Homeowners Association, Inc., dated May 10, 2017, recorded in Official Records Book 9551, Page 3447, et seq., of Pasco County, Florida, and the First Amendment to Declaration of Covenants and Restrictions for Hidden River Homeowners Association, Inc., dated September 17, 2021, recorded in Official Records Book 9551, Page 3447, et seq., of Pasco County, Florida (the "Declaration"), created Hidden River Subdivision as described and further depicted on Hidden River Phase One A Plat recorded in Plat Book 74, Page 101, in the public records of Pasco County, Florida, Hidden River Phase One B Plat recorded in Plat Book 76, Page 77, in the public records of Pasco County, Florida, and Hidden River Phase 2 Plat recorded in Plat Book 79, Page 102, in the public records of Pasco County, Florida (the "Community"); and

WHEREAS, pursuant to the terms of the Declaration and the Plat of the subdivision, Hidden River owns and is responsible for the maintenance of two wastewater lift stations located in the Community. All other lift stations, water lines, wastewater lines and other utility improvements other than the two lift stations were dedicated to the City and are therefore now owned and maintained by the City. The City provides water and wastewater (sewer) services to the Community; and

WHEREAS, Hidden River desires to dedicate the two lift stations owned and maintained by the Association and any other water, wastewater, and reclaimed water utility improvements currently owned and maintained by the Association to the City for the City to own and maintain in perpetuity; and

WHEREAS, the two lift stations owned and maintained by the Association were not constructed to meet the City specifications as required for the City to accept ownership and maintenance of utility improvements; and

WHEREAS, the estimated costs to rebuild the lift stations to meet the City specifications is ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) ("Reimbursement Amount"); and

WHEREAS, the City agrees to rebuild the lift stations to City specifications and further agrees to accept ownership and maintenance responsibilities subject to the terms and conditions of this Acceptance Agreement and Hidden River agrees to reimburse City for its cost in rebuilding the lift stations to meet City specifications in ten (10) equal yearly payments (the "Acceptance"); and

WHEREAS, the promise to reimburse City for its costs associated with this Acceptance Agreement is secured in part by a first security interest in the assessments and other sums collected by Hidden River pursuant to the terms of the Declaration and other collateral as set forth in the Absolute Assignment (as hereinafter defined) and the Security Agreement (as hereinafter defined; collectively, the “Collateral”);

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I AMOUNT AND TERMS OF REIMBURSEMENT

1.1 RECITALS. Each of the above recitals are hereby incorporated into and made a part of this Acceptance Agreement by this reference.

1.2 REIMBURSEMENT AND NOTE. The Reimbursement Amount is evidenced by that certain Secured Promissory Note dated as of the date hereof in the original principal amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) from Hidden River to City (the “Note”) and having a maturity date of September 23, 2034.

ARTICLE II CONDITION OF ACCEPTANCE

2.1 CONDITIONS PRECEDENT TO THE ACCEPTANCE BY CITY.

(a) Acceptance Documents. As a condition precedent to City accepting the Associations, lift stations and other related utility improvements, Hidden River shall deliver to or for the benefit of City, as applicable, on or before the date of the Acceptance Agreement, the following, in form and substance satisfactory to City (collectively, the “Acceptance Documents”):

- (i) The Note;
- (ii) The Absolute Assignment of Assessment and Lien Rights (the “Absolute Assignment”);
- (iii) The Assessment Security Agreement (the “Security Agreement”);
- (iv) UCC Financing Statement;
- (v) Evidence satisfactory to City of ownership of the Collateral by Hidden River free and clear of encumbrances of any kind; and
- (vi) Warranty Deeds for both parcels of real property which contain the two lift stations being accepted by City. Hidden River shall produce the legal descriptions for the real property parcels being conveyed.

(vi) Such other documents executed in connection with the Acceptance Agreement as reasonably may be required by City or City Attorney.

(b) Hidden River's Authorization. Hidden River shall have provided in form and substance satisfactory to City properly certified resolutions or consents, duly authorizing the execution and delivery of this Acceptance Agreement, the Note and the documents described in Section 2.1(a) above (collectively, the "Acceptance Documents"). In addition, Hidden River shall have provided such other resolutions, authorizations, documents and instruments as City or its counsel, may require.

(c) Payment of Fees and Expenses. Hidden River shall have paid to City all fees, charges, and other expenses which are then due and payable as specified in this Acceptance Agreement or any other Acceptance Document.

(d) Representations and Warranties. The representations and warranties set forth in this Acceptance Agreement, in the other Acceptance Documents, and in any document or certificate delivered to City under this Acceptance Agreement are true and correct.

(e) No Event of Default. There shall not exist at the time of any advance hereunder a condition which would constitute an Event of Default (as hereinafter defined) under this Acceptance Agreement or under any other Acceptance Document.

(f) Dedication by Hidden River. Hidden River hereby dedicates and conveys to the City of Zephyrhills hereby conveys to the City of Zephyrhills, a Municipal corporation, duly organized and existing under and by virtue of the constitution of the State of Florida and the laws of this state, all water, wastewater, reclaimed water improvements owned by the Association, including lift stations/pump stations, and any other appurtenances thereto in, over, upon, across, through and the Community. Hidden River further dedicates and conveys to the City of Zephyrhills, those easements in perpetuity and right-of-way to survey, construct, operate, maintain, test, inspect, repair, remove, replace or abandon in place and control, utility facilities, together with all necessary appurtenances thereto in, over, upon, across, through and under the above described real property situated in the City of Zephyrhills, State of Florida.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF HIDDEN RIVER

Hidden River represents and warrants to and agrees with City as follows:

3.1 Organization. Hidden River is a Florida not for profit corporation, which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Florida. Hidden River is duly authorized to transact business in all states in which Hidden River is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Hidden River is doing business. Hidden River has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Hidden River maintains an office at 3527 Palm Harbor

Blvd., Palm Harbor, FL 34683. Unless Hidden River has designated otherwise in writing, the principal office is the office at which Hidden River keeps its books and records including its records concerning the Property. Hidden River will notify City prior to any change in the location of Hidden River's state or organization or any change in Hidden River's name. Hidden River shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Hidden River and Hidden River's business activities.

3.2 Power and Authorization.

(a) Hidden River has authorized the execution and delivery of the Acceptance Documents, and such execution and delivery will not violate any law, or any other agreement to which Hidden River is a party.

(b) This Acceptance Agreement constitutes, and upon execution and delivery thereof, the Note, the Absolute Assignment, the Security Agreement, and the other Acceptance Documents will constitute, legal, valid and binding obligations of Hidden River enforceable against Hidden River.

3.3 Financial Condition.

Except as disclosed in the aforesaid reports, Hidden River:

(a) Has not incurred any debts, liabilities or other obligations nor committed to incur any debts, liabilities or obligations;

(b) Has no liabilities, direct or contingent;

(c) Has made no investments in, advances to, or guaranties or obligations of any other company, person, firm, corporation, or other entity;

(d) Is not subject to any judgment, nor are there any liens, encumbrances or security interests outstanding against Hidden River or any of its properties.

3.4 Litigation. There is no litigation, proceeding, claim or dispute pending or threatened against Hidden River, the adverse determination of which would materially affect Hidden River's ability to repay the Reimbursement Amount or otherwise perform hereunder.

3.5 Taxes. All of Hidden River's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Hidden River in good faith in the ordinary course of business and for which adequate reserves have been provided.

3.6 Lien Priority. Hidden River has not entered into or granted any security agreements, or permitted the filing or attachment of any security interests on or affecting any of the Collateral directly or indirectly securing repayment of Hidden River's Reimbursement Amount

and Note, that would be prior or that may in any way be superior to City's security interests and rights in and to the Collateral.

3.7 Binding Effect. This Acceptance Agreement, the Note and all other Acceptance Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

3.8 No Untrue or Undisclosed Adverse Matters. To the best of the Hidden River's knowledge, no statement of fact made by or on behalf of Hidden River in this Acceptance Agreement or in any of the other Acceptance Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no information presently known to Hidden River which had not been disclosed to City which adversely affects, nor as far as Hidden River can reasonably foresee, might adversely affect, the Collateral or the business, operations or condition (financial or otherwise) of Hidden River.

ARTICLE IV COVENANTS BY HIDDEN RIVER

Until all the obligations of Hidden River under this Acceptance Agreement have been performed and paid in full, Hidden River covenants and agrees as follows:

4.1 Repayment. Hidden River shall repay the City in accordance with its terms and the terms of this Acceptance Agreement.

4.2 Insurance. Hidden River shall during the term of the Agreement maintain in full force and effect insurance, including fidelity and employee dishonesty insurance (and cause its management company, if any, to maintain fidelity and employee dishonesty insurance with respect to its employees), in such amounts, on such terms and covering such risks, including fire and all other risks of physical damage, and all other risks insured against by extended coverage as is satisfactory to City, including without limitation property insurance ("causes of loss – special form") on the Collateral and the common elements and improvements located on or within the Project in an amount satisfactory to City, which amount shall not be less than 100% of the then full replacement cost for all real property and not less than the actual cash value for all personal property, containing no coinsurance provisions. Hidden River shall further during the term of the Acceptance Documents maintain in full force and effect general liability insurance against claims for personal injury or death or property damage occurring in connection with the Project, the common elements, Hidden River's use of the common elements, or any of Hidden River's activities or any of any properties owned, occupied or controlled by it, in an amount not less than \$1,000,000. During any construction, repair or restoration of the common elements, Hidden River shall maintain builder's risk insurance and maintain such other insurance as may be required by applicable law, the Declaration, or as may be reasonably requested by City for purposes of assuring compliance with this Section. Without limiting the other requirements of this Section, such liability insurance shall contain a waiver of rights to subrogation against the Owners, and all such insurance shall provide not less than thirty (30) days' prior written notice to City of amendment,

cancellation or termination and Hidden River shall deliver an endorsement evidencing the same. Hidden River shall also deliver to City upon request such insurance policies or, if City consents, certificates evidencing such policies identifying City as the certificate holder. Renewals thereof shall likewise be delivered to City at least fifteen (15) days before the expiration of any existing policies. Should Hidden River fail to insure or fail to pay the premiums on any such insurance or fail to deliver the policies or renewals thereof as provided above, City at its option may have such insurance written or renewed and pay the premiums thereon for the account of Hidden River, which amounts shall become part of the amount owed by Hidden River under the Note. Hidden River shall cause City to be named as additional insured on its liability policy and as an additional interest or certificate holder on all such other insurance and shall provide to City such certificates and endorsements evidencing such coverage. In the event of loss, Hidden River shall give immediate notice thereof to City and City shall have the right to make proof of loss. All policies shall be issued by and binding upon an insurance company licensed to do business in the State of Florida with a rating of at least "A" or better and a financial size of not less than \$500 million - \$1 billion as set forth in the most current issue of Best's Insurance Reports, unless other approved by City.

4.3 Maintenance of Business and Corporate Existence. Hidden River shall comply with all valid and applicable statutes, ordinances, rules and regulations and shall keep in force and effect all licenses, permits, bonds and franchises necessary for the proper conduct of its business.

4.4 Adverse Changes and Litigation. Hidden River shall immediately inform City of any material adverse change in its financial condition and shall promptly inform City of any litigation or threatened litigation or of the occurrence of any other event or circumstance which might substantially affect the financial condition or business of Hidden River.

4.5 Management. Except as may be specifically permitted under the Acceptance Documents, no change in the management of Hidden River, or in the manner in which its business is conducted, shall be made without the prior written consent of City.

4.6 Other Debts. Other than this Acceptance Documents of even date herewith, Hidden River shall not directly or indirectly incur, create, assume or permit to exist any obligation for payment of borrowed money, excepting only unsecured current liabilities incurred in the ordinary course of business and obligations contemplated by this Acceptance Agreement (not to exceed \$20,000 in total), without the express written consent of City. Further, Hidden River shall not guarantee the obligations of any person or entity, excepting only obligations contemplated by this Acceptance Agreement.

4.7 Prohibition on Sale of the Collateral. Except as may be expressly permitted in the Acceptance Documents, Hidden River shall not sell, lease, transfer or otherwise dispose of any of the Collateral (except for the disposal of equipment in the ordinary course of business which is replaced by Hidden River with equipment of equal or greater value).

4.8 Bulk Sale. Hidden River shall not, without the prior written consent of City, sell, transfer or convey all or any part of its interest in its assets to another entity.

4.9 Encumbrances. Hidden River shall not incur or permit to exist any encumbrance, pledge or lien upon or against any of the Collateral, except:

(a) Liens or security interests required or expressly contemplated or permitted by this Acceptance Agreement; and

(b) Liens for taxes, governmental assessments and other governmental charges not yet due and payable.

4.10 Taxes. Hidden River shall pay promptly, when due, all taxes, assessments and governmental charges or levies imposed upon the Hidden River or upon the income or any property of the Hidden River, as well as all claims of any kind (including claims for labor, material, supplies or rent) which, if unpaid, might become a lien upon any or all of the Collateral.

4.11 Performance. Hidden River shall perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Acceptance Agreement, in the other Acceptance Documents, and in all other instruments and agreements between Hidden River and City, and in all other Acceptance Agreements now or in the future existing between Hidden River and any other party. Hidden River shall notify City immediately in writing of any default in connection with any agreement.

4.12 Additional Assurances. Hidden River shall make, execute and deliver to City such promissory notes, mortgages, security deeds, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as City or its attorneys may reasonably request to evidence and secure the Acceptance and to perfect all liens and security interests granted by the Acceptance Documents.

ARTICLE V EVENTS OF DEFAULT

The occurrence of any one or more of the following shall constitute an “Event of Default”:

(a) Nonpayment, when due, of any principal, accrued interest, premium, fee or other charge due under the Note, or other Acceptance Documents.

(b) Default by Hidden River in the due observance or performance of any term, covenant, condition or agreement on its part to be performed under this Acceptance Agreement, the Note, or under any other Acceptance Document contemplated by this Acceptance Agreement, or any other contract or agreement between the Hidden River and the City.

(c) If Hidden River shall:

(1) Make a general assignment for the benefit of its creditors;

(2) File a voluntary petition in bankruptcy;

(3) Be adjudicated as bankrupt or insolvent;

(4) File any petition or answer seeking, consenting to, or acquiescing in, reorganization, arrangement, composition, liquidation, dissolution or similar relief, under any present or future statute, law or regulation;

(5) File an answer admitting or failing to deny the material allegations of the petition against it for any such relief;

(6) Admit in writing its inability to pay its debts as they mature;

(7) Discontinue business; or

(8) Be unable to pay debts as they become due.

(d) Hidden River fails to have vacated or set aside within thirty (30) days of its entry any court order appointing a receiver or trustee for all or a substantial portion of the Hidden River's property.

(e) Any warranty, representation or statements made or furnished to City by Hidden River in connection with the Acceptance or in connection with this Acceptance Agreement (including any warranty, representation or statement in the application of Hidden River for the Acceptance or in any accompanying financial statements) or to induce City enter into the Acceptance Documents, proves to be untrue, misleading or false in any material respect.

(f) Hidden River suffers or permits any lien, encumbrance or security interest to attach to the Collateral, except as herein otherwise expressly permitted, or if any judgment shall be entered against Hidden River or any attachment shall be made against the Collateral, which judgment or attachment shall remain undischarged, unbonded, or undismissed for a period of ten (10) days.

(g) Hidden River defaults in the payment of any principal or interest on any obligation to City or to any other creditor.

(h) Hidden River shall sell, lease, or otherwise transfer or convey any of the Collateral, or any interest therein, except as expressly permitted by the Acceptance Documents.

(i) The dissolution of Hidden River (regardless of whether election to continue is made), or any other termination of Hidden River's existence as a going business or the death of any member or partner, the insolvency of Hidden River, the appointment of a receiver for any part of Hidden River's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Hidden River.

(j) Unless adequately covered by insurance in the opinion of City, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Hidden River and the failure by Hidden River to discharge the same, or cause it to be discharged, or bonded off to City's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

(k) A material adverse change occurs in Hidden River's financial condition, or City believes the prospect of payment or performance of the Acceptance Documents is impaired. For purposes hereof, a material adverse change is one which could reasonably be expected to materially impair the ability of Hidden River to perform its obligations under the Acceptance Documents.

ARTICLE VI REMEDIES ON EVENT OF DEFAULT

6.1 Declare Note Due. Upon the occurrence of any Event of Default, City's remedies shall include the right to immediately accelerate the indebtedness secured by the Note without notice to Hidden River.

6.2 Event of Default Constitutes Event of Default Under Other Acceptance Documents. Hidden River agrees that the occurrence of any one or more Event of Default hereunder, shall at the option of City, constitute a default under each of the other Acceptance Documents, or a default under any other contract, note, or other agreement between the Hidden River and the City, thereby entitling City (a) to exercise any of the various remedies therein provided, and (b) cumulatively to exercise all other rights, options and privileges provided hereunder or by law or in equity.

6.3 Other Remedies. Upon the occurrence or discovery of an Event of Default, the City shall, in addition to its option to declare the entire unpaid amount of the Note due and payable, at its option:

(a) Move to protect its rights and remedies as a secured party under the Absolute Assignment and the Security Agreement, by extrajudicial authority as set forth in that instrument, by action at law or equity, or by any other lawful remedy to enforce payment.

(b) Apply the proceeds from any disposition of the Collateral to the satisfaction of the following items in the order in which they are listed:

(1) The expenses of taking, preserving, insuring, repairing, holding and selling the Collateral, including any legal costs and attorney's fees. If the Note shall be referred to an attorney for collection, Hidden River and all others liable on the Note, jointly and severally agree to pay attorney's fees in the amount of fifteen percent (15%) of the principal and interest of the indebtedness owed by Hidden River to City and all costs of collection.

(2) The unpaid principal amounts of the Note.

(3) Any other indebtedness of Hidden River to City.

(4) The remainder, if any, to Hidden River, it being understood and agreed that if the proceeds realized from the disposition of the Collateral shall fail to satisfy items (1) through (3) above, Hidden River shall forthwith pay any such deficiency to City upon demand.

(c) Exercise any and all rights of setoff which City may have against any account, fund or property of any kind, tangible or intangible, belonging to Hidden River and which shall be in City's possession or under City's control.

6.4 LIMITATION OF LIABILITY. IN NO EVENT SHALL THE CITY, OR ANY OF ITS EMPLOYEES, OFFICERS, OR DIRECTORS, BE LIABLE TO THE HIDDEN RIVER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO LOST PROFITS. THE TOTAL LIABILITY OF THE CITY UNDER THIS ACCEPTANCE AGREEMENT OR ANY OF THE ACCEPTANCE DOCUMENTS SHALL NOT EXCEED THE FACE AMOUNT OF THE NOTE AND ANY MODIFICATIONS OR AMENDMENTS THERETO OR THE AMOUNT OF FUNDS ACTUALLY ADVANCED BY THE CITY TO THE HIDDEN RIVER, WHICHEVER IS LESS.

ARTICLE VII COLLATERAL

Hidden River's obligation for payment of the Note shall be collateralized by the Collateral.

ARTICLE VIII MISCELLANEOUS

8.1 Amendments. No amendment of any provisions of this Acceptance Agreement, nor consent to any departure of Hidden River therefrom, shall in any event be effective unless the same shall be in writing and signed by City and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

8.2 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Acceptance Agreement shall be given pursuant to the notice provision set forth in the Security Agreement.

8.3 Governing Law And Parties Bound. This Acceptance Agreement and the Note shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

8.4 Consent to Jurisdiction and Venue. The parties hereto irrevocably and unconditionally submit to the jurisdiction of the state courts sitting in Pasco County, Dade City, Florida with respect to any action or proceeding arising out of or related to this Acceptance Agreement or any other contract or agreement entered into between the parties hereto. The state courts sitting in Pasco County, Dade City, Florida shall be the exclusive venue for any action or proceeding arising out of or related to this Acceptance Agreement subject to City's right to elect arbitration.

8.5 Attorney's Fees and Expenses. If City incurs any cost or expense, including, without limitation, attorney's fees, in connection with this Acceptance Agreement, the Note or the Acceptance, in any manner whatsoever, direct or indirect, whether with regard to the collection of amounts due, protection of the Collateral, defense of City or otherwise, upon demand by City,

Hidden River shall pay the same or shall reimburse City therefor in full. Attorney's fees incurred in collection of amounts the indebtedness shall be the actual attorney's fee incurred by City. All other attorney's fees incurred by City for any reason other than collection of indebtedness, such as and for example only, protection of the Collateral, shall be calculated as attorney's fees actually incurred by City.

8.6 Assignment by Hidden River. No commitment issued by City to Hidden River Acceptance Documents or any of Hidden River's rights hereunder shall be assignable by Hidden River without the prior written consent of City.

8.7 No Waiver: Remedies. No failure on the part of the City, and no delay in exercising any right under this Acceptance Agreement, shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Acceptance Agreement preclude any other or further exercise thereof or the exercise of any other right.

8.8 Severability. In the event that any clause or provisions of this Acceptance Agreement or any document or instrument contemplated by this Acceptance Agreement shall be held to be invalid for any reason, the invalidity of such clause or provision shall not affect any of the remaining portions or provisions of this Acceptance Agreement.

8.9 Time. Time is of the essence of this Acceptance Agreement.

8.10 Non-Liability of City. The relationship between Hidden River and City created by this Acceptance Agreement is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between City and Hidden River. Hidden River is exercising Hidden River's own judgment with respect to Hidden River's business. All information supplied to City is for City's protection only and no other party is entitled to rely on such information. There is no duty for City to review, inspect, supervise or inform Hidden River of any matter with respect to Hidden River's business. City and Hidden River intend that City may reasonably rely on all information supplied by Hidden River to City, together with all representations and warranties given by Hidden River to City, without investigation or confirmation by City and that any investigation or failure to investigate will not diminish City's right to so rely.

8.11 Indemnification of City. Hidden River agrees to indemnify, to defend and to save and hold City harmless from any and all claims, suits, obligations, damages, losses, cost and expenses (including, without limitation, City's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by City, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Acceptance Agreement and the exercise of the rights and remedies granted City under this, as well as by: (i) the ownership, use, operation, construction, renovation, demolition, preservation, management, repair, condition, or maintenance of any part of the Collateral; (ii) the exercise of any of Hidden River's rights collaterally assigned and pledged to City hereunder and under any of the other Acceptance Documents; and/or (iii) any failure of Hidden River to perform any of its obligations hereunder and under any of the other Acceptance Documents. The foregoing indemnity provisions shall survive the cancellation of this Acceptance Agreement as to all matters

arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that City elects to exercise any of the remedies as provided under this Acceptance Agreement following default hereunder. Hidden River's indemnity obligations under this section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Community and/or Hidden River's business activities. Should any claim, action or proceeding be made or brought against City by reason of any event as to which Hidden River's indemnification obligations apply, then, upon City's demand, Hidden River, at its sole cost and expense, shall defend such claim, action or proceeding in Hidden River's name, if necessary, by the attorneys for Hidden River's insurance carrier (if such claim, action or proceeding is covered by insurance), or otherwise by such attorneys as City shall approve. City may also engage its own attorneys at its reasonable discretion to defend Hidden River and to assist in its defense and Hidden River agrees to pay the fees and disbursements of such attorneys.

8.12 Counterparts. This Acceptance Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Acceptance Agreement.

8.13 No Waiver by City. City shall not be deemed to have waived any rights under this Acceptance Agreement unless such waiver is given in writing and signed by City. No delay or omission on the part of City in exercising any right shall operate as a waiver of such right or any other right. A waiver by City of a provision of this Acceptance Agreement shall not prejudice or constitute a waiver of City's right otherwise to demand strict compliance with that provision or any other provision of this Acceptance Agreement. No prior waiver by City, nor any course of dealing between City and Hidden River, shall constitute a waiver of any of City's rights or of any of Hidden River's obligations as to any future transactions. Whenever the consent of City is required under this Acceptance Agreement, the granting of such consent by City in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of City.

8.14 Assignment by City. The Note, the Absolute Assignment, the Security Agreement, this Acceptance Agreement and any and all of the other Acceptance Documents may be endorsed, assigned, and transferred in whole or part by City, and any such holder and assignee of all or part of same shall succeed to and be possessed of the rights of City under all of the same to the extent transferred and assigned.

8.15 No Reliance. This Acceptance Agreement, together with the other Acceptance Documents, constitute the entire agreement between the parties with respect to the subject matter hereof and hereby supersedes all prior communications, understandings, and agreements related to this transaction, whether oral or written. Hidden River represents and warrants that it has not relied on any representations or statements of City (other than those representations explicitly set forth in the Acceptance Documents) and Hidden River further agrees that Hidden River shall not be entitled to rely in the future on any representations, actions, omissions or statements of City that are not incorporated into a formal amendment to the Acceptance Documents.

8.16 Successors and Assigns Included in Parties. Whenever in this Acceptance Agreement any party hereto is named or referred to, the heirs, executors, legal representatives, successors, successors-in-title and assigns of such party shall be included, and all covenants and agreements contained in this Acceptance Agreement by or on behalf of Hidden River or by or on behalf of City shall bind and inure to the benefit of their respective heirs, executors, legal representatives, successors, successors-in-title and assigns, whether so expressed or not; provided, however, that nothing contained in this Acceptance Agreement shall or shall be deemed to limit or act in derogation of any restriction on transfer or assignment of the Premises impressed upon Hidden River in any of the Acceptance Documents.

8.17 Waiver of Trial by Jury. HIDDEN RIVER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT, THEIR OTHER ACCEPTANCE DOCUMENTS, THE SECURED OBLIGATIONS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY WHETHER BASED ON CONTRACT, EQUITY, TORT, OR ANY OTHER THEORY.

8.17 Headings. The headings of the articles, paragraphs and subparagraphs of this Acceptance Agreement are for the convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

8.18 Number and Gender. Whenever the singular or plural number, or the masculine, feminine or neuter gender is used herein, it shall equally include the other.

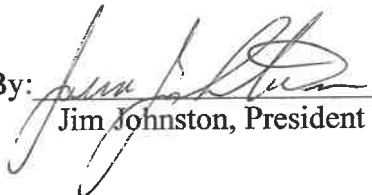
8.19 Electronic Signature. Hidden River and City agree that this Acceptance Agreement may be electronically signed and that any electronic signatures appearing in this Acceptance Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed this Acceptance Agreement under seal as of the date first above written.

HIDDEN RIVER:

HIDDEN RIVER HOMEOWNERS
ASSOCIATION, INC.

By: 
Jim Johnston, President

CITY:

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Kenneth M. Burgess
City Council President

DOCID: DOCPROPERTY DOCXDOCID DMS=IManage Format=<<NUM>>v<<VER>>

SECURED PROMISSORY NOTE

\$150,000.00

September 23, 2024

FOR VALUE RECEIVED, the undersigned, HIDDEN RIVER HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation ("Hidden River" or "Association"), promises to pay to the order of CITY OF ZEPHYRHILLS, FLORIDA, a Florida municipal corporation ("City"), without grace, at City Hall at 5335 Eighth St., Zephyrhills, Florida 33542, the principal sum of ONE HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$150,000.00). All payments due under this Note shall be made in lawful money of the United States of America, which shall at the time of payment be legal tender in payment of all debts and dues, public and private.

ARTICLE I - TERMS AND CONDITIONS

1.01 Payment of Principal.

(i) The principal shall be paid in Ten (10) successive yearly installments of pin the amount of \$15,000.00, beginning November 1, 2024 and continuing on the First (1st) day of November each year thereafter through November 1, 2033 (the "Maturity Date"), at which time all then outstanding principal shall be immediately due and payable in full.

(ii) All payments under this Note shall be made in immediately available U.S. funds.

(iii) Any payment remaining past due for thirty (30) days or more may, at City's discretion, be added to and become part of the unpaid principal balance of this Note. Any amount added to principal pursuant to the Acceptance Documents (as defined below) shall bear interest at the applicable rate or rates specified in this Note and shall be payable with interest upon demand as specified by City and absent such demand, as provided in this Note for the payment of principal and interest.

(iv) Any regularly scheduled yearly installments of principal payable pursuant to this Note that is received by City before the date it is due shall be deemed to have been received on the due date.

1.02 Late Charge. If any payment required to be paid by this Note is not paid in full within ten (10) days after its scheduled due date, City may assess a late charge in the amount of five percent (5%) of the unpaid amount or the highest rate allowed by applicable law, whichever is less, but in no event shall the late charge be less than \$750.00.

1.03 Prepayment. Upon at least five (5) Business Days' prior written notice to the City ("Notice Date") Association may prepay amounts owing under this Note at any time and from time to time, in whole or in part. Such prepayment notice shall specify the date of prepayment (the

“Prepayment Date”) and the amount of the prepayment. Prepayment amounts shall first be applied to outstanding late fees and accrued interest, if any, then shall be applied to principal.

1.04 Default Rate. Upon default, the entire principal sum and any unpaid late fees shall both bear interest from such default date at the maximum rate permitted by law to be charged by Lender or, if no specific maximum rate is applicable hereto, at the rate of 18% per annum, until paid.

1.05 Security. The indebtedness evidenced by this Note and the obligations created hereby are secured by that certain Absolute Assignment of Assessments and that certain Assessment Security Agreement, each from Association for the benefit of City, dated as of the date hereof (collectively the “Security Instruments”). The Security Instruments, together with this Note and all other documents to or of which City is a party or beneficiary now or hereafter evidencing, securing or otherwise relating to the indebtedness evidenced hereby, are herein referred to collectively as the “Acceptance Documents”. Some of the Acceptance Documents are to be filed for record on or about the date hereof in the appropriate public records.

1.06 Default.

(a) It is hereby expressly agreed that should any default occur in the payment of principal as stipulated above, or should any other default occur under any of the Acceptance Documents, then a default shall exist hereunder, and in such event the indebtedness evidenced hereby, including all sums advanced or accrued hereunder or under any other Acceptance Document, and all unpaid interest accrued thereon, shall, at the option of City and without notice to Association, at once become due and payable and may be collected forthwith, whether or not there has been a prior demand for payment and regardless of the stipulated date of maturity. So long as any default exists hereunder, regardless of whether or not there has been an acceleration of the indebtedness evidenced hereby, and at all times after maturity of the indebtedness evidenced hereby (whether by acceleration or otherwise), interest shall accrue on the outstanding principal balance of this Note at the Default Rate, such default charges being due and payable on the first (1st) day of the first (1st) month following the month in which such default charges accrue, unless the indebtedness evidenced hereby has matured (whether by acceleration or otherwise), in which event such default charges shall be immediately due and payable. Time is of the essence of this Note.

In the event that Association fails to pay any amount due under this Note, City may hire or pay a third party to help collect such amount. Association hereby agrees to pay City the amount of any costs associated with such collection. This includes, subject to any limits under applicable law, any court costs, and attorney’s fees, if any sum owing under this Note are collected by or through the City Attorney or any other attorney at law, whether or not there is a lawsuit, and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals.

(b) Notwithstanding anything to the contrary in this Note, the exercise by City of any of its rights and remedies hereunder after a default hereunder or under any of the other Acceptance

Documents shall be subject to the provisions regarding notice and cure periods set forth in the Security Instrument.

1.07 Unconditional Payment. Association is and shall be obligated to pay principal, interest and any and all other amounts which become payable hereunder or under the other Acceptance Documents absolutely and unconditionally, notwithstanding any defense, counterclaim or setoff, and without abatement, postponement, diminution or deduction, and free and clear of, and without any deduction for, any and all present and future taxes, levies, imposts, duties, fees, charges, deductions or withholdings of any nature.

ARTICLE II - GENERAL CONDITIONS

2.01 No Waiver; Amendment. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a partial or past due payment, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of City thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by any applicable laws; and Association hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of Association under this Note, either in whole or in part unless City agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

2.02 Waivers. Presentment for payment, demand, protest and notice of demand, protest and nonpayment and all other notices are hereby waived by Association. Association hereby further waives and renounces, to the fullest extent permitted by law, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisalment, exemption and homestead now or hereafter provided by the Constitution and laws of the United States of America and of each state thereof, both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the obligations evidenced by this Note or the other Acceptance Documents.

2.03 Limit of Validity. If from any circumstances whatsoever, fulfillment of any provision of this Note or of any of the other Acceptance Documents, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Note or under the other Acceptance Documents that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

2.04 Use of Funds. Association hereby warrants, represents, and covenants that no funds disbursed hereunder shall be used for personal, family or household purposes.

2.05 Miscellaneous. As used herein, the terms "Association" and "City" shall be deemed to include their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns, whether by voluntary action of the parties or by operation of law. All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Titles of articles and sections are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions hereof. Time is of the essence of this Note and the performance of each of the covenants and agreements contained herein. Notices under this Note shall be given in accordance with the notice provisions set forth in the Security Instruments.

2.06 JURISDICTION. THE VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT OF THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF, THE STATE OF FLORIDA. BY EXECUTION AND DELIVERY OF THIS NOTE, ASSOCIATION EXPRESSLY AND IRREVOCABLY ASSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF THE STATE COURT PRESIDING IN AND OVER PASCO COUNTY, FLORIDA, IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER, OUT OF, OR IN ANY MANNER RELATING TO THIS NOTE OR THE EXTENSION OF CREDIT EVIDENCED HEREBY, AND ACKNOWLEDGES THAT THE NEGOTIATION, EXECUTION AND DELIVERY OF THIS NOTE CONSTITUTE SUFFICIENT CONTACTS WITH THE STATE OF FLORIDA FOR PURPOSES OF INDEPENDENTLY CONFERRING SUCH JURISDICTION. THE ASSOCIATION HEREBY WAIVES ANY AND ALL RIGHTS UNDER ANY STATE OR FEDERAL LAW TO OBJECT TO VENUE IN DADE CITY, PASCO COUNTY, FLORIDA ON GROUNDS OF FORUM NON CONVENIENS OR OTHERWISE. THE STATE COURT SITTING IN PASCO COUNTY, FLORIDA SHALL BE THE EXCLUSIVE VENUE FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS NOTE SUBJECT TO THE CITY'S RIGHT TO ELECT ARBITRATION.

2.07 INTENTIONALLY DELETED

2.08 Usury. It is the intention of the Association and City to conform strictly to the usury laws now or hereafter in force. Any interest payable under this Note shall be subject to reduction to the amount not in excess of the maximum non-usurious amount allowed under the applicable usury laws as now or hereafter construed by the courts having jurisdiction over such matters. In the event the maturity of this Note is accelerated by reason of any provision of this Note, or by reason of an election by the holder hereof resulting from an event of default (or an event permitting acceleration) under the Acceptance Documents, voluntary prepayment by the undersigned, or otherwise, then earned interest may never include more than the maximum amount permitted by law, computed from the execution date of this Note. Any interest in excess of the maximum amount permitted by law shall be cancelled automatically and, if theretofore paid, shall at the option of the holder hereof either be returned to the undersigned or credited on the principal amount of this Note; or if all principal has been repaid, then the excess shall be returned to the undersigned.

2.09 Severability. If any provision of this Note or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Note and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

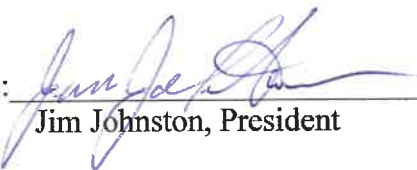
2.10 Application of Payments. Payments made hereunder or under the other Acceptance Documents (unless expressly stated otherwise in another Acceptance Document) shall be applied first, to the payment of charges due hereunder or thereunder, second, to interest which has accrued hereunder at the applicable interest rate, and third, toward the reduction of the principal sum evidenced hereby.

2.11 No Oral Representations Authorized. This Note, together with the other Acceptance Documents, constitute the entire agreement between the parties with respect to the subject matter hereof and hereby supersedes all prior communications, understandings, and agreements related to this transaction, whether oral or written. Association represents and warrants that it has not relied on any representations or statements of City (other than those representations explicitly set forth in the Acceptance Documents) and Association further agrees that Association shall not be entitled to rely in the future on any representations, actions, omissions, or statements of City that are not incorporated into a formal amendment to the Acceptance Documents.

2.12 Electronic Signature. Association agrees that this Note may be electronically signed and that any electronic signatures appearing in this Note are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, Association has executed this Note under seal as of the date first above written.

HIDDEN RIVER HOMEOWNERS
ASSOCIATION, INC.

By: 
Jim Johnston, President

DOCID: DOCPROPERTY DOCXDOCID DMS=IManage Format=<<NUM>>v<<VER>>

ABSOLUTE ASSIGNMENT OF ASSESSMENTS AND ASSOCIATION RIGHTS

This Assignment of Assessments and Association Rights (the "Agreement") is entered into as of this _____ day of _____, 2024, by and between **HIDDEN RIVER HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation ("Association") having an address and place of business at 3527 Palm Harbor Blvd., Palm Harbor, FL 34683, and **CITY OF ZEPHYRHILLS, FLORIDA**, a Florida municipal corporation having an address and place of business at 5335 Eighth Street, Zephyrhills, FL 33542 ("City").

Association is a homeowners association and not for profit corporation governed by the laws of the State of Florida, and is further governed by that certain Declaration of Covenants and Restrictions for Hidden River Homeowners Association, Inc., dated May 10, 2017, recorded in Official Records Book 9551, Page 3447, *et seq.*, of Pasco County, Florida, and the First Amendment to Declaration of Covenants and Restrictions for Hidden River Homeowners Association, Inc., dated September 17, 2021, recorded in Official Records Book 9551, Page 3447, *et seq.*, of Pasco County, Florida ("Declaration"); and

WHEREAS, Hidden River Subdivision as described and further depicted on Hidden River Phase One A Plat recorded in Plat Book 74, Page 101, in the public records of Pasco County, Florida, Hidden River Phase One B Plat recorded in Plat Book 76, Page 77, in the public records of Pasco County, Florida, and Hidden River Phase 2 Plat recorded in Plat Book 79, Page 102, in the public records of Pasco County, Florida (the "Community") of the Declaration ("Property"), which property has been submitted to the terms and provisions of the Declaration, including those portions of the Community intended for individual ownership and use ("Dwelling Parcels") and that certain property owned by the Association for the benefit of the members of the Association ("Association Common Area"); and

WHEREAS, the Association is comprised of members who are the record title owners of the Dwelling Parcels, as defined in the Declaration ("Owners") which make up the Community.

NOW, THEREFORE, in consideration of the City rebuilding and accepting ownership and perpetual maintenance of the two Association own wastewater lift stations/pump stations and Association agreeing to reimburse City for its costs associated with such rebuilding and acceptance in the amount of One Hundred Fifty Thousand and 00/100 dollars (\$150,000.00), Association hereby absolutely assigns to City the immediate and continuing right to all of Association's future income from the Dwelling Parcels and Association Common Area from (a) whatever source, including without limitation, common expense assessments, fees, charges, late charges, fines, interest on past-due common expense assessments, and other items collected in the nature of assessments against Dwelling Parcels and (b) rents derived from the rental or leasing by Association of any Dwelling Parcel or all or any portion of the Association Common Area, tax refunds to Association relating to the Association, amounts received in settlement of insurance or litigation claims asserted on behalf of Association, condemnation awards received by Association in connection with a full or partial taking of any portion of the Association, and awards to Association from litigation and any other income from whatever source to Association and/or the Association (collectively "Income").

Without limiting the foregoing, income shall include but not be limited to all payments by Owners on account of or in full or partial satisfaction of the common expense liability apportioned to each Owner's Dwelling Parcel(s), pursuant to the Declaration and applicable law (the "Assessments"), now due or which may become due from the Owners, or to which Association may now or shall hereafter become entitled or may demand or claim, as the Assessments may have been or may from time to time be hereafter, modified, extended and renewed, together with all rights of Association to set, levy, impose, assess and collect the same. Although future rights to income, including Assessments payable by present and future Owners, are intended to be covered hereby and included herein without any additional action by Association, Association will, on request of City, execute additional, absolute assignments of any future income, including Assessments.

Association hereby absolutely assigns to City any lien(s) arising out of the Declaration, on a Dwelling Parcel for any assessment levied against that Dwelling Parcel. City agrees not to commence an action to foreclose any such lien unless and until an Event of Default shall occur.

ARTICLE I **DEFINITIONS**

In addition to the above defined terms, the terms below shall have the following meanings:

"Acceptance Documents" means and includes, without limitation, this Agreement, the Acceptance and Security Agreement, all promissory notes (including without limitation, the Note), security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed by Association in connection with the Repayment and the indebtedness.

"Agreement" means this Absolute Assignment of Assessments and Association Rights, as amended or replaced from time to time hereafter.

"Articles of Incorporation" means the Articles of Incorporation of the Association filed on February 2, 2007, with the Florida Department of State, Division of Corporations.

"Assessments" means any and all assessments (including special assessments, as provided in the Declaration), fines, late charges, interest and other sums hereafter paid and payable to Association from time to time by the Owners under the terms of the Governing Legal Documents (defined below), other writings or applicable law, together with all rights of Association to set, levy, impose, assess and collect the same.

"Board" means the Board of Directors of Association.

"Bylaws" means the Bylaws of Association, including all exhibits and schedules thereto, as heretofore or hereafter amended from time to time.

"Event of Default" means and includes, without limitation, any of the Events of Default set forth in Section 4.1 hereof.

“Governing Legal Documents” means those documents which create the legal foundation for the Association, including, but not limited to, the Declaration, Bylaws, Articles of Incorporation, and any plats or plans relating to the Property or any rules and/or regulations of Association, as the same have been or may be amended.

“Indebtedness” means the indebtedness evidenced by the Note, including all principal and interest, together with all other indebtedness and costs and expenses for which Association is responsible under any of the Acceptance Documents. In addition, the word “Indebtedness” includes all other obligations, debts and liabilities, plus interest thereon, of Association to City, as well as all claims by City against Association, whether existing now or later; whether they are voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Association may be liable individually or jointly with others; whether Association may be obligated as guarantor, surety, accommodation party or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness is may be or hereafter may become otherwise unenforceable.

“Repayment” means the indebtedness of the Association for the reimbursement to City for its costs in rebuilding of the lift stations as evidenced by the Note.

“Note” means the promissory note of Association of even date herewith payable to the order of City in the original principal amount of \$150,000.00, together with all extensions of, renewals of, modifications of, refinancing of, consolidations of and substitutions for the note.

“Person “or “person” means an individual, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSOCIATION

Association represents, warrants and covenants as follows:

2.1. There are no existing defaults in the payment of Assessments by Owners, except as disclosed by Association to City in writing.

2.2. The Association is, and at all times hereafter until the indebtedness has been paid in full shall be, a not for profit corporation validly formed and existing in good standing under the provisions of the laws of the State of Florida.

2.3. Association has full right, title, interest, power and authority to enter into and perform any and all actions required by the Acceptance Documents, to assign absolutely income to City presently due or to become due in the future, and to incur the indebtedness. The execution, delivery and performance by Association of the Acceptance Documents have been duly authorized by all necessary corporate action, including the requisite approval of the Owners, if required, and holders of first mortgages on Dwelling Parcels, if required, and do not and will not, by the lapse

of time, the giving of notice or otherwise, constitute a violation of any law or a breach of any provision contained in any of the Governing Legal Documents or any agreement, instrument or document to which Association is now or hereafter may become bound. To the best of Association's belief, the Acceptance Documents, when delivered, will be legal, valid and binding obligations of Association, enforceable against it in accordance with their respective terms, except as limited by bankruptcy and insolvency laws, if applicable.

2.4. No consent, license or approval from any governmental authority is or will be necessary for the valid execution, delivery and performance by Association of the Acceptance Documents.

2.5. There is no fact which Association has not disclosed to City in writing which materially and adversely affects nor, as far as Association can reasonably foresee, is reasonably likely to prove to affect materially and adversely the business, operations, properties, prospects, income, expenses or condition of Association.

2.6. There are no actions, suits or proceedings pending or to Association's knowledge, threatened against it before any court or other federal, state, municipal or other governmental authority or before any arbitrators that Association has not disclosed to City in writing. Association is not in default with respect to any order of any court, arbitrator or governmental body, except as disclosed to City in writing. There are no disputes with municipal, state or federal governmental authorities with regard to, without limitation, building inspector issue(s), health code problem(s), or planning and zoning problem(s), or issue(s) or environmental problem(s) or issue(s).

2.7. Association has good and marketable title to all of the Property (less and except the Dwelling Parcels owned by persons other than Association) and assets of Association located thereon, except as disclosed to City in writing. Association owns or controls the Association Common Area and no third party owns or controls any portion of the Common Property. Association has not previously assigned, pledged or granted a security interest in the Income, or any assets of the Association, and each of the Income and Association is free and clear of any assignment, mortgage, security interest, pledge, lien, lease, encumbrance or charge. Association has not previously granted a security interest or mortgage in any of its Association Common Area or assets that remains in effect.

2.8. Association has not accepted Assessments more than thirty (30) days in advance of their due date, except in the case of any acceleration of Assessments under the Governing Legal Documents, and except for occasional prepayment of Assessments by Owners made in the ordinary course, who, for example will be away on a trip, and except as provided in Section 5.1 below.

2.9. Association's right to collect Assessments as set forth in the Governing Legal Documents is valid and enforceable and unmodified except as limited by the Governing Legal Documents and to the best of the Association's belief, no Owner has any defense(s) to any claim by Association for Assessments.

2.10. Association is not in default in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions or provisions contained in any agreement or instrument to which Association is a party, which default, together with any other defaults, singly or in the aggregate, may have a materially adverse effect on the business, assets, liabilities, income, expenses, financial condition or results of operations of Association.

2.11. Association has filed all federal, state and municipal income and other tax returns which are required to be filed, if any, and has paid, or made provision for the payment of, all taxes which have become due pursuant to said returns, except such taxes, if any, which are being contested in good faith and as to which adequate reserves have been provided.

2.12. Association has, to the best of its knowledge and belief, complied with all applicable statutes, rules, regulations, orders and restrictions of any governmental entity, instrumentality or agency having jurisdiction over the conduct of its business and/or the ownership of its property and/or the Association.

2.13. No Event of Default (as defined herein) has occurred or is continuing, and Association does not have any knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Event of Default.

2.14. Association's principal place of business is at the location described in the recitals to this Agreement and all of its books and records are held at such location.

2.15. All statements contained in any certificate, financial statement, legal opinion or other instrument delivered by or on behalf of Association pursuant to or in connection with this Agreement shall constitute representations, warranties and covenants, made under this Agreement. All representations, warranties and covenants, made under this Agreement shall be made at and as of the date of this Agreement. All representations, warranties and covenants, made under this Agreement shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by City.

2.16. The Declaration, Articles of Incorporation and/or Bylaws of the Association authorize(s) Association to assign its right to the Income, including the right to assign the right to receive Assessments.

2.17. Association is not aware of any physical condition of or affecting the Community itself (other than the matters disclosed to City in writing) that may materially and adversely affect the operation of the Association, including without limitation, need for structural repairs, leaks, holes that let in windblown rain, fungus, mold, infestations, propensity or the serious possibility of flooding, any environmental problem such as, without limitation, underground pollution, unsafe air, or any other matter whatsoever affecting the Association.

2.18. Other than disclosed to City in writing, each member of the Board is not aware of any fact or facts whatever and whatsoever or the serious possibility of a future development(s) that may materially and adversely affect the operation of the Association.

ARTICLE III COVENANTS OF ASSOCIATION

Association covenants that on and after the execution of the Acceptance Documents and for so long as any part of the Indebtedness remains outstanding:

3.1. Association will preserve and maintain its existence as a homeowners' association and a not for profit corporation existing under the laws of the State of Florida.

3.2. Association will notify City promptly of any material adverse change in the financial condition of Association.

3.3. Association will pay the Note and all other amounts owing under the Acceptance Documents according to their terms and comply with each provision of the Acceptance Documents binding upon it.

3.4. Association will promptly pay and discharge when due and payable, all taxes, assessments and governmental charges levied or imposed upon it, or its property, or any part thereof, or upon its income, or any part thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien or charge upon its property, provided that such items need not be paid while being contested by Association in good faith and by appropriate legal proceedings so long as adequate and funded monetary reserves or bonding have been established acceptable to City with respect thereto and Association's title to, and its right to use, its property is not materially and adversely affected thereby.

3.5. Association will not, either directly or indirectly, incur, create, assume or permit to exist any mortgage, pledge, lien, charge, security interest or other encumbrance of any nature whatsoever on any of its properties now owned or hereafter acquired, other than liens in favor of City.

3.6. Association will not, either directly or indirectly, guarantee, endorse, become surety for, or otherwise be or become responsible for the obligations of any other Person, whether by agreement to indemnify any person or purchase the indebtedness of any other Person, or agreement for the furnishing of funds to any other Person, directly or indirectly, through the purchase of goods, supplies or services (or by way of stock purchase, capital contribution, advance or loan) or for the purpose of paying or discharging the indebtedness of any other Person or otherwise, except for the endorsement by Association of negotiable instruments for collection in the ordinary course of business.

3.7. Association shall pay all of its debts as they become due in the ordinary course.

3.8. Association will comply with all laws and regulations applicable to it and/or its properties, and/or its activities, and maintain the buildings and other improvements that the

Association is obligated to maintain under the Governing Legal Documents in good repair and in a safe and sound manner.

3.9. Association will notify City promptly of the occurrence of any default under any of the Acceptance Documents, or any other document, instrument, or agreement to which Association or its properties or the properties of the Association are subject and of the actions it intends to take in order to cure such default, and by what date.

3.10. Association will not discontinue its activities, be dissolved or otherwise permit any termination of its corporate existence, or transfer, sell or assign any of its properties or assets, or enter into any merger or consolidation of itself with another entity, without the express written permission of City.

3.11. Association shall not do or omit to do anything or act which would result in any Owner having any defense, counterclaim, or set-off to Association's right to assess and collect Assessments and any other Income.

3.12. Association shall not pledge, assign or grant a security interest in the Income or any part thereof, except in favor of City, whether such pledge, assignment or security interest is senior or junior to the rights of City.

3.13. Association will not collect Assessments more than thirty (30) days in advance of the time when they are due and payable, except in the case of any acceleration of Assessments under the Governing Legal Documents, or as provided in Section 2.8 of this Agreement.

3.14. Association shall operate only pursuant to budgets as provided and/or its Governing Legal Documents. Association shall mail to City a copy of Association's budget within ten (10) days of its ratification. Until all Indebtedness is paid, such budgets shall provide a separate entry for the payment of all sums due to City for the period of that budget sufficient to amortize the Indebtedness in accordance with the terms of the Acceptance Documents. Association shall increase its periodic Assessments at City's sole discretion by amounts reasonably necessary to amortize the Indebtedness in accordance with the terms of the Acceptance Documents, which increase shall become effective as soon as possible under the provisions of the Governing Documents of the Association

3.15. Association will not, without first obtaining the express written consent of City, which consent may be withheld by City in the reasonable exercise of its discretion, amend or permit to be amended any portion of the Governing Legal Documents pertaining to any or all of the following:

- (a) Assessments, assessment liens, or subordination of assessment liens;
- (b) Voting rights;
- (c) Reserves for maintenance, repair and replacement of Association Common Area;
- (d) The responsibility of Association for maintenance and repair of the Association Common Area;

- (e) Sale or transfer of all or any portion of the Association Common Area;
- (f) Boundaries of Dwelling Parcels, except for the adjustment of boundaries between adjoining Dwelling Parcels and/or Association Common Area or the subdivision of Dwelling Parcels;
- (g) Expansion or contraction of Association;
- (h) Change in the coverage of insurance or fidelity bonds to protect the Association and/or the Community;
- (i) Leasing of Dwelling Parcels, as allowed by law;
- (j) Imposition of restrictions on an Owner's right to sell or transfer a Dwelling Parcel;
- (k) Termination of management by a licensed management company;
- (l) Restoration or repair of any portion of the Association Common Area after hazard damage or partial condemnation in a manner other than that specified in the Governing Legal Documents;
- (m) Termination of Association; or
- (n) Any provision that expressly benefits holders of mortgages on Dwelling Parcels, insurers of Dwelling Parcels, or guarantors of Mortgages on Dwelling Parcels.

3.16. Without first securing the written consent of City, which consent may be exercised by City in the reasonable exercise of its discretion, Association will not:

- (a) Convey or encumber the Association Common Area, or any portion thereof, except for the granting of easements for public utilities or other public purposes consistent with the intended use of the Association Common Area for the benefit of the Association;
- (b) Restore or repair the Community after hazard damage or partial condemnation in a manner other than that specified in the Governing Legal Documents;
- (c) Merge the Association with any other common interest community;
- (d) Grant any easements, leases, licenses or concessions through or over the Association Common Area, excluding, however, any utility easements serving or to serve the Community and excluding any leases, licenses or concessions for no more than one year;
- (e) Fail to repair or replace any portion of the Association Common Area destroyed or substantially damaged by fire or other casualty.

3.17. If Association hires or thereafter replaces the property management company to manage the Association, Association agrees to provide to City the name, address, phone number and e-mail of the contact person(s) at the management company within ten (10) days of the change. Any property manager or property management company engaged by Association must be fully licensed in the State of Florida.

ARTICLE IV
DEFAULT AND REMEDIES

4.1. Each of the following is an Event of Default under this Agreement:

(a) Failure of Association to make any payment due as of the earlier of: (i) thirty days from the payment due date; or (ii) ten (10) days from receipt of written notice from City that any payment is past due.

(b) Failure of Association to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement or any other Acceptance Document which is required to be performed, kept or observed by Association.

(c) The occurrence of a default or an event of default under the Note, the Acceptance and Security Agreement or any of the other Acceptance Documents.

4.2. In addition to, and not in limitation of, any other right or remedy of City under any Acceptance Document or in accordance with law, upon the occurrence of any Event of Default:

(a) The whole of the principal sum on the Note, and all other Indebtedness owed to City, at the option of City, and without notice, demand or legal process of any kind, shall become and become immediately due and payable;

(b) City may proceed to enforce the performance and observance of any obligations, agreements and/or covenants of Association in this Agreement, the Note, the Acceptance and Security Agreement or any of the other Acceptance Documents, to collect the amounts then due and thereafter to become due, and to otherwise enforce and realize upon its interest in the Income; and

(c) In connection with any of the foregoing, City may, from time to time, exercise any rights and remedies and take any action available to it at law or in equity, in addition to and not in lieu of, any rights and remedies provided for in the Acceptance Documents.

4.3. No failure to exercise or delay in exercising any right, power or remedy of City under any of the Acceptance Documents shall operate as a waiver thereof, nor shall any partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The failure of City to insist upon the strict observance or performance of any provision of the Acceptance Documents in any one instance shall not be construed as a waiver or relinquishment of such provision in the future. The rights and remedies provided in the Acceptance Documents are cumulative and not exclusive of any other rights or remedies provided at law or in equity.

4.4. If City should obtain a judgment because of a breach of any covenant or objection of Associations contained in the Acceptance Documents, or a judgment because of a default in

payment under the Note, then interest shall accrue on said judgment at the interest rate set forth in the Note or as is provided by statute, whichever rate shall be greater at that time.

4.5. Upon the happening of any Event of Default and continuing thereafter until the Indebtedness has been paid in full, City may, at its option, without notice and without regard to the adequacy of any security for the Indebtedness hereby secured, in person or by agent, with or without bringing any action, suit, or proceeding, collect the Income, including Assessments, employing such agents and utilizing such procedures as City deems appropriate, withholding from the Income, including Assessments actually collected, all or such portion of the Indebtedness as may then be due to City, by reason of acceleration or otherwise, including without limitation sums as may then be due to City under the terms of the Note, the Acceptance and Security Agreement and this Agreement, sums past due and unpaid costs and expenses of operation and collection including reasonable attorneys' fees, fees of agents and, if City exercises the powers contained in this Section with its own employees, an amount equal to the customary fees charged for similar services by association management companies in the area where Association is located, and remitting the balance, if any, to Association. City may also exercise all rights that Association may have to collect the Assessments, including, but not limited to, bringing actions against Owners and others, and imposing and foreclosing liens on Dwelling Parcels, all in its own name, in the name of Association or otherwise, including, without limitation, the lien arising under the Governing Documents on a Dwelling Parcel for any assessment levied against that Dwelling Parcel. City may also cause Association's Board of Directors to establish budgets and impose Assessments (including special assessments within the Board of Director's authority to impose under the Governing Legal Documents) sufficient to pay all sums due under the Note, Security and Lift Station Acceptance Agreement and this Agreement. City shall not be accountable for more monies than it actually receives as Assessments, nor shall it be liable for failure to collect Assessments for any reason whatsoever.

4.6. (a) From and after any Event of Default, Association shall facilitate, in all reasonable ways, any action taken by City under this Agreement and Association shall, upon demand by City, execute a written notice to each Owner and mortgagee directing that Assessments be paid to City or its designee and if requested by City reaffirming to Owners the validity and enforceability of such Assessments, including any special assessments.

(b) In addition to, and not by way of limitation of, any other power which Association has vested in City or any designee of City as set forth in this Agreement, from and after the happening of any Event of Default, Association hereby grants a power of attorney to City and hereby constitutes and appoints City and each Person who City may designate, as Association's attorney-in-fact to endorse the name of Association on any notes, loans, checks, drafts, money orders or other evidence of payment that constitute Income and that may come into City's possession. This power of attorney is coupled with an interest and is thus irrevocable until the Repayment is paid in full.

(c) All acts by City or its designee performed pursuant to the powers granted in this Article are hereby ratified and approved by Association and neither City nor its designee shall be liable for any acts of commission or omission, except willful misconduct or gross negligence,

nor for any error of judgment or mistake of fact or law. This power, being coupled with an interest, is irrevocable until the Indebtedness has been paid in full.

4.7. Association will reimburse City promptly upon demand for all costs and expenses incurred by City arising out of monitoring or enforcing the Acceptance Documents, including, without limitation, reasonable attorneys' fees, litigation costs, filing and recording fees, and court costs, in connection with the following:

(a) Documenting and perfecting this transaction or protecting City and the interests created in favor of City under the Acceptance Documents; and

(b) Enforcing and exercising any of the rights and remedies in favor of City contained in the Acceptance Documents or otherwise available to City under the law, before or after default, against Association or third parties.

4.8. In addition to, and not in limitation of, any other rights which City may have under this Agreement, the Acceptance and Security Agreement, the Note, any other Acceptance Documents, any statute or otherwise at law or in equity, City may, after the happening of an Event of Default and until the Indebtedness is paid in full, apply to any court of competent jurisdiction for specific performance or other equitable relief, there being no adequate remedy at law, including, without limitation, to have a receiver of Association appointed by the court to collect and disburse the Income, including the Assessments, to City.

4.9. In the event of any default in the performance of any of Association's covenants or agreements herein, City, may at its option, perform what the Association agreed to perform, and the cost thereof with interest at the default rate set forth in Note, shall immediately be due from Association to City at the contract rate set forth in the Note and secured by this Assignment.

ARTICLE V LIMITATIONS

5.1. So long as there has occurred no Event of Default, Association shall have the right and privilege to collect the Income, including the Assessments, but (with respect to Assessments) not more than thirty (30) days prior to accrual, unless accelerated by Association under the terms of the Governing Legal Documents or applicable law or as permitted under Section 2.9, all of which Income, including Assessments, shall be collected and held by Association as trust funds for the payment of the Indebtedness as then due and payable and all such Income, including Assessments, received shall first be used to pay any amounts then due and payable under the Acceptance Documents before being used for the legitimate purposes of the Association in the ordinary course.

5.2. Upon the final payment in full of the Indebtedness, City shall furnish to Association, in proper form, a release of this Agreement and any financing statements furnished under this Agreement and this Agreement shall become and be void and of no effect.

ARTICLE VI ADDITIONAL PROVISIONS

6.1. City may take or release other collateral held by City as security for the Indebtedness, may release any party primarily or secondarily liable for the Indebtedness, may grant extension(s), renewal(s), or indulgence(s) with respect to the Indebtedness and may apply any other security held by it to the satisfaction of such Indebtedness, in each case without prejudice to any of City's rights or remedies. Nothing herein contained and no act done or omitted by City pursuant to the powers and rights granted it herein, shall be deemed to be a waiver by City of its rights and remedies hereunder or under the Note or the Acceptance and Security Agreement, and this Agreement is made and accepted without prejudice to any of the rights and remedies possessed by City under the terms thereof. The right of City to collect the Indebtedness and to enforce any other security therefore held by it may be exercised by City prior to, simultaneously with, or subsequent to any action taken by it hereunder.

6.2. City shall not be obligated to perform or discharge any obligation of Association under the Governing Legal Documents or applicable law or under or by reason of this Agreement and Association hereby agrees to indemnify City against, and hold it harmless from, any and all liability, loss or damage which it may or might incur under the Governing Legal Documents or applicable law or under or by reason of this Agreement and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the obligations of Association under the Governing Legal Documents or applicable law. Should City incur any such liability, loss, or damage under the Governing Legal Documents or applicable law or under or by reason of this Agreement, or in defense against any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, together with interest thereon at the rate set forth in the Note, shall be secured hereby and Association shall reimburse City therefore immediately upon demand.

6.3. This Agreement shall be binding on Association and its successors and assigns and shall inure to the benefit of City and its successors and assigns.

6.4. This Agreement may not be changed or modified nor may the obligations of Association hereunder be changed or waived orally, but only by an agreement in writing, and signed by the party or parties against whom enforcement of any such change, modification or waiver is sought.

6.5. Any notice, demand, or other communication required or permitted to be given, made or sent under this Agreement shall be deemed to have been given at the time of actual delivery thereof to such address, or (i) if sent by certified or registered mail, postage prepaid, to such address, on the third day after the date of mailing, (ii) if sent by facsimile transmission, upon confirmation of receipt by telephone at the number specified for confirmation, or (iii) if deposited prepaid with United Parcel Service, Federal Express or other nationally recognized overnight delivery service prior to the deadline for next day delivery, on the Business Day next following such deposit, provided, however, that notices to City shall not be effective until received. Either party may change its address set forth in this Section by giving notice to the other party in accordance with this Section.

6.6. The invalidity of one or more of the provisions of this Agreement shall not affect the validity of the remaining portions of this Agreement.

6.7. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provision hereof.

6.8. (a) No waiver by City of any default shall be effective unless in writing, nor shall it operate as a waiver of any other default or of the same default on a future occasion, nor shall the failure or delay of City to exercise, or the partial exercise of, any right, power or privilege provided for hereunder in any circumstances preclude the full exercise of such right, power or privilege in the same or similar circumstances in the future or the exercise of any other right or remedy. Any failure by City to insist upon the strict performance by Association of any of the terms and provisions hereof shall not be deemed a waiver of any of the terms and provisions hereof, and City may thereafter insist upon strict performance.

(b) No amendment, modification, termination, or waiver of any provision of this Agreement or consent to any departure of Association therefrom, shall in any event be effective unless the same shall be in writing and signed by City. Any waiver of, or consent to any departure from, any provision of this Agreement shall be effective only in the specific instance of and for the specific purpose for which it is given, and shall not be deemed to extend to similar situations or to the same situation at a subsequent time. No notice to or demand upon Association shall in any case entitle Association to any other or further notice or demand in similar or other circumstances.

6.9. This Agreement has been executed in and shall be governed by and construed in accordance with the laws of the State of Florida.

6.10. (a) ASSOCIATION ACKNOWLEDGES THAT THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IS A COMMERCIAL TRANSACTION AND, TO THE EXTENT ALLOWED UNDER FLORIDA STATUTORY LAW OR BY OTHER APPLICABLE LAW, WAIVES (i) ALL RIGHTS TO PRIOR NOTICE OF OR HEARING ON ANY PREJUDGMENT REMEDY, WHICH PREJUDGMENT REMEDY MAY ENABLE CITY BY WAY OF ATTACHMENT, FOREIGN ATTACHMENT, GARNISHMENT, REPLEVIN OR OTHERWISE TO DEPRIVE ASSOCIATION OF, OR AFFECT ITS USE, POSSESSION OR ENJOYMENT OF, ANY OF ITS PROPERTY AT ANY TIME PRIOR TO JUDGMENT IN ANY LITIGATION INSTITUTED IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART OR THE INDEBTEDNESS, AND (ii) ALL RIGHTS TO REQUEST THAT CITY POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT ASSOCIATION AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY CITY, AND ASSOCIATION CONSENTS TO THE ISSUANCE OF ANY SUCH PREJUDGMENT REMEDY WITHOUT SUCH A BOND. ASSOCIATION EXPRESSLY ACKNOWLEDGES THAT IT IS MAKING THIS WAIVER KNOWINGLY AND WILLINGLY.

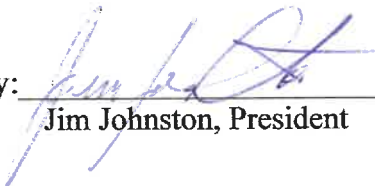
(b) ASSOCIATION IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING HEREAFTER INSTITUTED BY OR AGAINST CITY, ASSOCIATION OR ANY OTHER PERSON WITH RESPECT TO THIS AGREEMENT OR ANY NOTE, INSTRUMENT, DOCUMENT OR AGREEMENT, ARISING OUT OF OR IN CONNECTION WITH, OR RELATED TO, THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT OF CITY'S RIGHTS AND REMEDIES WITH REGARD TO SUCH TRANSACTION. ASSOCIATION EXPRESSLY ACKNOWLEDGES THAT IT IS MAKING THIS WAIVER KNOWINGLY AND WILLINGLY.

6.11 Electronic Signature. Association and City agree that this Agreement may be electronically signed and that any electronic signatures appearing in this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility

IN WITNESS WHEREOF the parties have executed this Agreement as of the date above.

ASSOCIATION:

**HIDDEN RIVER HOMEOWNERS
ASSOCIATION, INC.**

By: _____
Jim Johnston, President

CITY:

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Kenneth M. Burgess
City Council President

ASSESSMENT SECURITY AGREEMENT

THIS ASSESSMENT SECURITY AGREEMENT (the "Agreement") is made this ____ day of _____, 2024, in favor of CITY OF ZEPHYRHILLS, FLORIDA, a Florida municipal corporation (herein called "Secured Party"), whose address is 5335 Eighth Street, Zephyrhills, FL 33542, and HIDDEN RIVER HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (herein called "Grantor"), whose mailing address is 3527 Palm Harbor Blvd., Palm Harbor, FL 34683.

WITNESSETH:

WHEREAS, Secured Party has agreed to rebuild two private lift stations to meet the City's specifications, Secured Party has further agreed to take ownership of said lift stations and accept responsibility for the perpetual maintenance thereof. Grantor agrees to obligate itself to repay the cost of the rebuilding of the lift stations, a requirement for City to accept ownership of same, in the principal amount of One Hundred Fifty Thousand Dollars and 00/100s (\$150,000.00); and

WHEREAS, as a condition to the Secured Party taking over the lift stations, Secured Party has required the execution and delivery of this Agreement by Grantor; and

WHEREAS, Secured Party and Grantor desire to enter into this Agreement to set forth the terms, conditions and obligations of the parties regarding the grant by Grantor to Secured Party of a security interest in all Assessments (as defined below), dues, fees and other income of Grantor to secure the indebtedness evidenced by the Note (as defined below);

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which Grantor and Secured Party hereby acknowledge, Grantor, intending to be legally bound, hereby grants to Secured Party a security interest in the following property:

All of Grantor's right, title, and interest in and to the following (hereinafter, the "Collateral"):

- (i) All rights of Grantor to levy and collect all Assessments (as defined below) levied by Grantor against each of the Dwelling Parcels (as defined below) in the Community (as defined below);
- (ii) all rights of Grantor to receive payments from owners, present or future, of the Dwelling Parcels;
- (iii) all rights of Grantor to enforce the payment of Assessments by lien with power of sale in any other manner authorized by the Declaration (as defined below) and by applicable law (the "Lien Rights")
- (iv) all other income of Grantor, including fees, charges, late charges, fines, and interest on past-due common expense assessments;

- (v) all rents derived from the rental or leasing by Grantor of any Dwelling Parcel or all or any portion of the Association Common Area (as defined below), tax refunds to Grantor relating to Grantor, amounts received in settlement of insurance or litigation claims asserted on behalf of Grantor, condemnation awards received by Grantor in connection with a full or partial taking of any portion of the Community (as defined below), and awards to Grantor from litigation and any other income from whatever source to Grantor; and
- (vi) all money, accounts and deposit accounts of Grantor (the "Accounts").

together with (i) any and all proceeds, monies, income, benefits, and collections with respect to any and all of the foregoing; and (ii) any profits now or hereafter acquired from or through any of the foregoing; provided, however, no provisions herein shall be construed as or deemed authority for Grantor to sell, exchange or otherwise dispose of the Collateral or any portion thereof (other than in the ordinary course of business) without the express prior written consent of Secured Party. The security interest granted hereby to Secured Party secures the payment of all indebtedness, liabilities and obligations of Grantor to Secured Party (collectively, the "Obligations"), whether joint or several, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and all renewals, extensions and rearrangement of the Obligations under (i) the Note (as defined below), together with any and all extensions, renewals, rearrangements, amendments, supplements, modification and renewals of any and all of the foregoing, including all costs and expenses and attorneys' fees and legal expenses payable by Secured Party in connection herewith or therewith, and also secures the performance by Grantor of the agreements set forth; and (ii) all other indebtedness now or hereafter owed by Grantor to Secured Party.

The term "Absolute Assignment" shall mean the Absolute Assignment of Assessments and Association Rights dated of even date herewith between Grantor and Secured Party.

The term "Assessments" shall refer to and include all assessments, whether annual, individual or special, and any and all fees, dues or charges levied by the Association pursuant to the Declaration as amended.

The term "Association" shall mean Hidden River Homeowners Association, Inc., a Florida not for profit corporation, its successors, and assigns, which was created and established for the purpose of performing certain functions and carrying out certain responsibilities for the common good and general welfare of property owners in the Community.

The term "Association Common Area" shall have the meaning set in the Declaration.

The term "Community" shall mean Hidden River Subdivision Hidden River Subdivision as described and further depicted on Hidden River Phase One A Plat recorded in Plat Book 74, Page 101, in the public records of Pasco County, Florida, Hidden River Phase One B Plat recorded in Plat Book 76, Page 77, in the public records of Pasco County, Florida, and Hidden River Phase 2 Plat recorded in Plat Book 79, Page 102, in the public records of Pasco County, Florida, which is further defined and established by the Declaration.

The term "Declaration" shall mean that certain Declaration of Covenants and Restrictions for Hidden River Homeowners Association, Inc., dated May 10, 2017, recorded in Official Records Book 9551, Page 3447, *et seq.*, of Pasco County, Florida, and the First Amendment to Declaration of Covenants and Restrictions for Hidden River Homeowners Association, Inc., dated September 17, 2021, recorded in Official Records Book 9551, Page 3447, *et seq.*, of Pasco County, Florida.

The term "Dwelling Parcel" shall have the meaning set in the Declaration.

The term "Note" shall mean the Secured Promissory Note in the principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) dated of even date herewith executed and delivered by Grantor in favor of Secured Party.

Grantor hereby represents, warrants and agrees that:

1. Grantor is the sole owner and holder of the Collateral free and clear of all liens and security interests except the security interest granted hereby; (b) Grantor has the authority to enter into and perform this Agreement and to grant the security interests created hereby; and (c) the Collateral is being used or acquired for use primarily for business purposes.

2. The principal office of Grantor is 3527 Palm Harbor Blvd., Palm Harbor, FL 34683, and the Grantor's place of business in the State of Florida is located at such address. Grantor will immediately notify Secured Party in writing of any change in Grantor's principal office, and of any additional place of business.

3. Grantor will defend the Collateral against any claims and demands of any individual, corporation, partnership, trust, unincorporated organization, governmental authority or any other form of entity at any time claiming the same or any interest therein.

4. No financing statement or security agreement covering any Collateral or any proceeds thereof is currently or will be on file in any public office. Grantor hereby authorizes Secured Party to file, in jurisdictions where this authorization will be given effect, a financing statement signed only by Secured Party describing the Collateral in the same manner as it is described herein; and from time to time, at the request of Secured Party, Grantor will execute one or more financing statements and such other documents (and pay the cost of filing or recording the same in all public offices deemed necessary or desirable by Secured Party) and do such other acts and things, all as Secured Party may request, to establish and maintain a valid security interest in the Collateral (free of all other liens and claims whatsoever except as otherwise provided herein) to secure the payment of the Obligations. In connection with the foregoing, it is agreed and understood between the parties hereto (and Secured Party is hereby authorized to carry out and implement the following agreements and understandings and Grantor hereby agrees to pay the reasonable costs thereof) that Secured Party may, at any time or times, file as a financing statement any counterpart, copy or reproduction of this Agreement signed by Grantor if Secured Party shall elect so to file, and it is also agreed and understood that Secured Party may, if deemed necessary or desirable, file (or sign and file) as a financing statement any carbon copy of, or photographic or other reproduction of, this Agreement or of any financing statement executed in connection with this Agreement.

5. Until such time as the Note is paid in full, Grantor will not (a) permit any liens, encumbrances or security interests to attach to any of the Collateral; (b) permit any of the Collateral to be levied upon under any legal process; (c) sell, transfer, lease or otherwise dispose of any of the Collateral or any interest therein (other than in the ordinary course of business), or offer to do so, without the prior written consent of Secured Party; and (d) permit anything to be done that will impair the value of any of the Collateral or the security intended to be afforded thereby or hereby.

6. Grantor will not use the Collateral or permit the Collateral to be used in violation of any statute, ordinance or other law which could result in a material adverse effect upon its business or financial condition or which could result in loss or forfeiture of the Collateral or which could result in loss or impairment of (or priority with respect to) Secured Party's interest in the Collateral; and Grantor will permit Secured Party and its agents, representatives and employees to examine the Collateral at all reasonable times during normal business hours, and for such purpose, Secured Party may enter upon or into any premises where the Collateral may be located without being guilty of a trespass. Grantor will furnish to Secured Party upon request all pertinent information regarding the Collateral.

7. Grantor will protect the title and possession of the Collateral and will, at Grantor's own cost and expense, promptly pay when due all taxes, assessments, maintenance charges and other impositions of every kind and character charged, levied, assessed or imposed against the Collateral, as the same become payable and before they become delinquent, and upon request of Secured Party, shall furnish due proof of such payment to Secured Party promptly after payment. Grantor will pay promptly when due all taxes and assessments upon the Collateral, its use or operation, upon this Agreement and upon any note or notes or other writing evidencing the Obligations, or any of them, including documentary or other taxes. Nothing contained herein shall require the payment or discharge of any such amount for so long as Grantor shall in good faith and at its own expense contest the amount or validity thereof by appropriate legal proceedings and provided such contest shall prevent (i) the collection thereof or other realization thereof to satisfy the same and (ii) the enforcement thereof against Grantor or the Collateral or any part thereof, and provided Grantor first deposits with Secured Party, in escrow such sums or other security as Secured Party may reasonably require to assure Secured Party of the availability of sufficient funds to pay such tax, assessment or charge if and when the same is finally determined to be due.

8. Secured Party may at its option, but without any obligation to do so, pay for the account of Grantor, any taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, prosecute or defend any suits in relation to the security interests arising pursuant to this Agreement and insure and keep insured the Collateral in an amount not to exceed the Obligations hereunder. Any such amounts which may be so paid out by Secured Party and all sums paid for insurance premiums, as aforesaid, including, without limitation, the costs, expenses and reasonable attorneys' fees paid in any suit affecting the Collateral when necessary to protect the security interest hereof shall bear interest from the date of such payments at the rate of eighteen percent (18%) per annum and shall be paid by Grantor to Secured Party upon demand at such place as Secured Party may designate and shall be a part of the Obligations hereby secured and recoverable in all respects.

9. Notwithstanding anything contained herein or in any Acceptance Document to the contrary, until the occurrence of an Event of Default, Grantor shall have possession of the Collateral and may use it in any lawful manner not inconsistent with this Agreement, including, without limitation, for the payment of all expenses incurred in exercising its

rights and in performing its obligations under the Declaration, as amended, and under the Articles of Incorporation and Bylaws of the Association.

10. The following shall be Events of Default under this Agreement:

(a) Payment Default. Grantor fails to pay when due any payment of principal, interest or other amount due under the Note or any other Acceptance Document; or

(b) Breach of Covenant. Grantor breaches or fails to perform, observe or meet any covenant, agreement or condition made herein (except as described in Section 10(a) above); or

(c) Breach of Warranty. Any representation or warranty made or agreed to be made herein or any other Acceptance Document shall be breached by Grantor or shall prove to be false or misleading in any material respect; or

(d) Default Under Acceptance Documents. Any default, event of default or event of similar import occurs under any of the other Acceptance Documents; or

(e) Filing of Liens Against Association Property. Any lien for labor, materials, taxes (except for ad valorem taxes not yet due and payable) or otherwise shall be filed against any of the Property (or any part thereof) and is not removed by payment or bonding within thirty (30) days thereafter; or

(f) Imperfection of Liens. Any court shall find or rule, or Grantor shall assert a claim (i) that Secured Party does not have a valid, perfected, enforceable lien and security interest in the Accounts or the Collateral described in this Agreement (or any portion thereof) or the priority as represented in the Absolute Assignment Agreement or this Agreement, or (ii) that this Agreement or any of the other Acceptance Documents do not or will not constitute the legal, valid, binding and enforceable obligations of the party or parties (as applicable) thereto, or (iii) that any person or entity, other than as consented to in writing by Secured Party, has a conflicting or adverse lien, claim or right in, or with respect to, the Collateral, or any material portion thereof and Grantor is unable within sixty (60) days to have such finding or ruling reversed to have such adverse lien, claim or right removed; or

(g) Change of Management. The changing of or removal of its management company to manage the day to day operations and affairs of the Association without the prior written consent of Secured Party.

Grantor agrees that the occurrence of such Event of Default shall constitute a default under each of the other Acceptance Documents, thereby entitling Secured Party (i) to exercise any of the various remedies therein provided, (ii) to declare the acceleration of the indebtedness evidenced by the Note, and (iii) cumulatively to exercise all other rights, options and privileges provided by law or in equity.

11. Upon the occurrence of any Event of Default as referred to in Paragraph 10 of this Agreement, Secured Party may, in addition to any other rights and remedies which it may have, immediately and without demand, exercise any or all of the rights and remedies granted to a secured party upon default under the Uniform Commercial Code as adopted and amended

in the State of Florida, as appropriate in the circumstances, from time to time (the "UCC") and under the Note or any other writing evidencing any of the Obligations secured hereby; and upon the request or demand of Secured Party, Grantor shall, at Grantor's expense, assemble the Collateral and make it available to Secured Party at a convenient place acceptable to Secured Party; and Grantor shall promptly pay to Secured Party any and all costs and expenses, including legal expenses and reasonable attorneys' fees (as specified in the Note or any other evidence of the Obligations held by Secured Party, which, in any event, shall include attorneys' fees of the suit, out of court, in trial, on appeal, or in bankruptcy proceedings), incurred or paid by Secured Party in protecting and enforcing the rights of Secured Party hereunder, including Secured Party's right to take possession of the Collateral and to hold, prepare for sale, sell and dispose of such Collateral. Any notice of sale, disposition or other intended action by Secured Party sent to Grantor at the address specified in the preamble of this Agreement or to such other address as Grantor shall supply to Secured Party in writing upon not less than fifteen (15) days' prior written notice, at least ten (10) days prior to such action, shall constitute reasonable notice to Grantor. Upon disposition by Secured Party of any property in which Secured Party has a security interest hereunder, Grantor shall be and remain liable for any deficiency; and Secured Party shall account to Grantor for any surplus, but Secured Party shall have the right to apply all or any part of such surplus to (or to hold the same as a reserve against) all or any of the Obligations of Grantor to Secured Party, whether or not they or any of them be then due and in such order of application as Secured Party may from time to time elect.

12. The right of Secured Party to take possession or control of the Collateral upon the happening of any of the events or conditions constituting an Event of Default may be exercised without resort to any court proceeding or judicial process whatever and without any hearing whatever thereon; and, in this connection, **TO THE EXTENT NOT PROHIBITED BY LAW, GRANTOR EXPRESSLY WAIVES ANY CONSTITUTIONAL RIGHTS OF GRANTOR WITH REGARD TO NOTICE, AND ANY JUDICIAL PROCESS OR HEARING PRIOR TO THE EXERCISE OF THE RIGHT OF SECURED PARTY TO TAKE POSSESSION OR CONTROL OF THE COLLATERAL UPON THE HAPPENING OF ANY OF THE EVENTS OR CONDITIONS CONSTITUTING AN EVENT OF DEFAULT.**

13. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay or omission on the part of Secured Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Secured Party of any right or remedy shall preclude or affect any other or further exercise thereof or the exercise of any other right or remedy. The provisions of this Agreement are cumulative to the provisions of the Note and any other writing evidencing or pertaining to any of the Obligations secured by this Agreement, and Secured Party shall have all the benefits, rights and remedies of and under the Note and any other writing evidencing any of the Obligations secured hereby. The singular pronoun, when used herein, shall include the singular and plural, as applicable, and the use of any gender shall include all genders. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Grantor shall bind its successors and assigns. Grantor waives all rights to the marshalling of its assets including, without limitation, the Collateral.

14. All recitals in any instrument or assignment or any other instrument executed by Secured Party incident to the sale, transfer, assignment, lease or other disposition or utilization of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein and no other

proof shall be requisite to establish full legal propriety of the sale or other action taken by Secured Party or of any fact, condition or thing incident thereto and all prerequisites of such sale or other action or any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

15. If any certificate of title or similar document is, at any time and pursuant to the laws of any jurisdiction, issued or outstanding with respect to the Collateral or any part thereof, Grantor will promptly advise Secured Party thereof, and Grantor will promptly cause the interest of Secured Party to be properly noted thereon; and Grantor will further promptly deliver to Secured Party any such certificate of title or similar document issued or outstanding at any time with respect to such Collateral. If any instruments, chattel paper, money or monies, or documents are, at any time or times, included in the Collateral, whether as proceeds or otherwise, Grantor will promptly deliver the same to Secured Party upon demand therefor by Secured Party following any Event of Default.

16. All communications and notices provided for hereunder shall be in writing and shall be delivered personally, or mailed by registered mail, or prepaid overnight delivery services in each case addressed as follows:

If to Secured Party	City of Zephyrhills Attn: City Manager 5335 Eighth Street Zephyrhills, FL 33542
With copy to:	Shumaker, Loop & Kendrick, LLP Attn: Matthew E. Maggard, Esq. 13134 US Highway 301 Dade City, FL 33525
If to Borrower:	Hidden River Homeowners Association, Inc. Attn: President 3527 Palm Harbor Blvd. Palm Harbor, FL 34683

17. This Agreement shall be construed in accordance with the laws of Florida, including the UCC and applicable federal law. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. To the extent permitted by applicable law, Grantor hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect. **TO THE EXTENT LAWFUL, ANY LITIGATION ARISING HEREUNDER OR RELATED HERETO OR TO THE NOTE SHALL BE TRIED BY THE COURTS OF THE SIXTH JUDICIAL CIRCUIT IN AND FOR PASCO COUNTY, DADE CITY FLORIDA, AND GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE PERSONAL JURISDICTION OF SUCH COURTS AND WAIVES ALL OBJECTIONS TO VENUE THEREIN.**

18. Grantor will promptly reimburse Secured Party for all amounts expended, advanced or incurred by Secured Party to satisfy any Obligation of Grantor under this Agreement or any of the

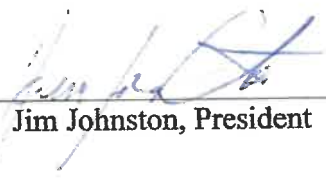
(b) ASSOCIATION IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING HEREAFTER INSTITUTED BY OR AGAINST CITY, ASSOCIATION OR ANY OTHER PERSON WITH RESPECT TO THIS AGREEMENT OR ANY NOTE, INSTRUMENT, DOCUMENT OR AGREEMENT, ARISING OUT OF OR IN CONNECTION WITH, OR RELATED TO, THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT OF CITY'S RIGHTS AND REMEDIES WITH REGARD TO SUCH TRANSACTION. ASSOCIATION EXPRESSLY ACKNOWLEDGES THAT IT IS MAKING THIS WAIVER KNOWINGLY AND WILLINGLY.

6.11 Electronic Signature. Association and City agree that this Agreement may be electronically signed and that any electronic signatures appearing in this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility

IN WITNESS WHEREOF the parties have executed this Agreement as of the date above.

ASSOCIATION:

**HIDDEN RIVER HOMEOWNERS
ASSOCIATION, INC.**

By: 
Jim Johnston, President

CITY:

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Kenneth M. Burgess
City Council President

other documents securing or pertaining to the indebtedness evidenced by the Note or any of the Obligations, or to collect such indebtedness, or to enforce the rights of Secured Party under this Agreement, or any of the other documents securing or pertaining to such indebtedness or any of the Obligations (whether or not any legal or other proceeding is instituted), which amounts will include all court costs, reasonable attorneys' fees, fees of auditors and accountants, and investigation expenses reasonably incurred by Secured Party to third parties in connection with any such matters.

19. Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this agreement, including any exhibits, schedules, and appendices attached to this agreement, or the transactions contemplated hereby. Each party certifies and acknowledges that (a) no representative of the other party has represented, expressly or otherwise, that the other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) it has considered the implications of this waiver, (c) it makes this waiver knowingly and voluntarily, and (d) it has decided to enter into this agreement in consideration of, among other things, the mutual waivers and certifications in this section.

20. GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT, THE OTHER ACCEPTANCE DOCUMENTS, THE SECURED OBLIGATIONS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY WHETHER BASED ON CONTRACT, EQUITY, TORT, OR ANY OTHER THEORY.

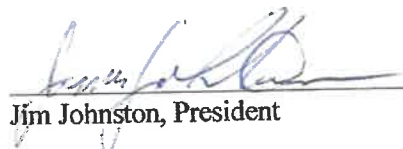
21. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one and the same agreement.

22. Grantor and Secured Party agree that this Agreement may be electronically signed and that any electronic signatures appearing in this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the dated above first written.

GRANTOR:
HIDDEN RIVER HOMEOWNERS ASSOCIATION,
INC.

By: _____


Jim Johnston, President

[CORPORATE SEAL]

**SECURED PARTY:
CITY OF ZEPHYRHILLS, FLORIDA**

By: _____
Kenneth M. Burgess, City Council President

**AUTHORIZATION TO FILE UCC FINANCING STATEMENTS
AND RECORD CERTAIN LOAN DOCUMENTS**

HIDDEN RIVER HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (“Association”), hereby authorizes **CITY OF ZEPHYRHILLS, FLORIDA**, a Florida municipal corporation (“Secured Party”) at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements with or without the signature of the Association as authorized by applicable law. For purposes of such filings, Association agrees to furnish any information requested by the Secured Party promptly upon request by the Secured Party. Association also ratifies its authorization for the Secured Party to have filed any like initial financing statements, amendments thereto and continuation statements, if filed prior to the date of the Security Agreement executed contemporaneously herewith.

Association further authorizes Secured Party at any time and from time to time to record certain acceptance documents as the Secured Party deems necessary and appropriate.

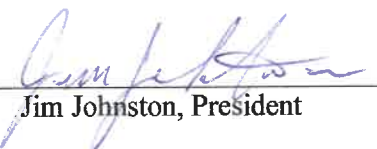
Association hereby irrevocably constitutes and appoints Secured Party and any officer or agent of the Secured Party, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Association or in Association’s own name to execute in the Association’s name any documents and otherwise to carry out the purposes of this paragraph, to the extent that Association’s authorization above is not sufficient. To the extent not permitted by law, Association hereby ratifies all acts said attorneys-in-fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable.

Association agrees that this Authorization may be electronically signed and that any electronic signatures appearing in this Authorization are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, Association has executed this Authorization effective the 18th day of September, 2024.

ASSOCIATION:

HIDDEN RIVER HOMEOWNERS ASSOCIATION, INC.

By: 
Jim Johnston, President

CITY MANAGER'S REPORT 5.2

Approval of Task Order with RCM for liftstation improvements at Hidden River Subdivision

Issue:

Presented for consideration is a task order to convert 2 current private liftstations to City of Zephyrhills standards. The liftstations were constructed by Lennar Homes within the Hidden River Subdivision and now are property of the Homeowners Association.

Background:

The liftstations at Nubbin Ridge Lane and Harvest Creek Lane will be improved to bring the stations up to City standards.

Attachment(s):

1. RCM_ZHills_Hidden-River_Proposal_V4

Fiscal Impact:

Total cost of the task order is \$310,958.26; Hidden River HOA will reimburse the City \$150,000.

Staff Recommendation:

Staff recommends approval of the Hidden River Lift Station Conversions task order.



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 21283810
Estimate Date 9/19/2024

Billing Address
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542 USA

Job Address
Hidden River Lift Station Conversion
5335 8th St
Zephyrhills , FL 33542 United States

Description of work

Hidden River Lift Station Conversions

Bring the (2) current private lift stations up to the City of Zephyrhills standards.

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

Nubbin Ridge Lane

New SCADA system / Electrical

- (1) Data Flow Systems SCADA system complete, Tower, controllers, antennas all integrated
- (1) new Generator Receptacle
- Bypass pumping operation for the length of construction.

Mechanical

- Install new 4" Hydromatic base elbows, stainless steel base plates, 2" stainless steel guide rails and all bracketing. With new pump flange adapters.
- Install (2) new 3hp Tsunami C - Series submersible pumps with adapters.
- Install (2) new stainless steel cross braces onto the HDPE discharge risers.
- All new 4" HDPE discharge risers and flanged valving.
- Coat the interior of the valve box and piping with coal tar epoxy.
- Install (1) new 4" vent stack with mushroom cover.
- Install (1) new black PVC coated 6' tall chain link fence with double drive gate at driveway.
- Install 4" of #57 stone on top of weed filter fabric on entire lift station site.
- Pour new driveway from asphalt roadway to the lift station - 6" thick with fiber and rebar - roughly 1,000 sq ft.

Harvest Creek Lane

New SCADA system / Electrical

- (1) Data Flow Systems SCADA system complete, Tower, controllers, antennas all integrated
- (1) new Generator Receptacle
- Bypass pumping operation for the length of construction.

Mechanical

- Install (2) new 3hp Tsunami C - Series submersible pumps with adapters.
- Install (1) new concrete valve box with top slab
- All new 4" flanged valving.
- Coat the interior of the valve box and piping with coal tar epoxy.
- Install (1) new 4" vent stack with mushroom cover.
- Install (1) new black PVC coated 6' tall chain link fence with double drive gate at driveway.
- Install 4" of #57 stone on top of weed filter fabric on entire lift station site.
- Pour new driveway from asphalt roadway to the lift station - 6" thick with fiber and rebar - roughly 600 sq ft.

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.

Service #	Description	Quantity	Your Price	Total
LSR	Nubbin Ridge Lane	1.00	\$165,853.53	\$165,853.53
LSR	Harvest Creek Lane	1.00	\$145,104.73	\$145,104.73

Sub-Total	\$310,958.26
Tax	\$0.00
Total Due	\$310,958.26
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the

Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____



Construction & Maintenance

City of Zephyrhills

TO: John Bostic

RE: Hidden River Lift Station Conversions

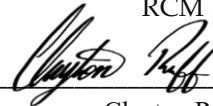
- Purpose
 - o Task authorization for construction services as requested from
- Compensation and Contract
 - o A budget for the work as stated totaling \$310958.26 has been submitted on the Annual Water and wastewater miscellaneous construction / maintenance services - Project # 41-19-30C. Please note that this contract meets all FAC regarding piggyback contracting.
- Scope
 - o Please refer to Estimate #21283810

Owner:

By: _____

Contractor:

RCM Utilities, LLC

By:  _____

Clayton Ruff

CITY MANAGER'S REPORT 5.3

Interlocal Agreement 41-24-24 for Joint Planning Area

Issue:

The Agreement replaces paragraph 9 pertaining to transportation impacts of an existing Interlocal Agreement addressing annexations, rezonings, comprehensive plan amendments, and other planning matters that was entered into in 2009 by the County and the City. The proposed Agreement specifically addresses transportation capacity impacts caused by development in the Zephyrhills area and identifies a list of qualifying Joint Projects to be funded by both of the parties. The Agreement allows for the Joint Projects list to be modified on an as-needed basis without need to amend the Agreement.

In summary, the Agreement also requires that the City hold 90% of its New Development Fair Share Contribution for Road Improvement fees to be used for the Joint Projects; interconnectivity for streets, sidewalks, and trails; County right-of-way use permits for development within the City limits that have direct connections to a County road; evidence of compliance with the County's Access Management and Substandard Roadway regulations prior to construction plan approval by the City; and the County may impose improvements as a condition of the issuance of the right-of-way use permit.

As to the remainder of the 2009 Agreement, initial discussions identifying process, coordination, and mapping concerns are underway. Details pertaining to joint planning in the area, addressing annexations, rezonings, comprehensive plan amendments, parks and recreation, and utilities will continue to be discussed so as to update the 2009 Agreement in the near future.

Background:

Attachment(s):

1. 2024 Transportation ILA - Zephyrhills and Pasco County
2. EXHIBIT A Transportation Joint Projects

Fiscal Impact:

The impact is dependent on the cost of the joint projects and fees collected.

Staff Recommendation:

Approve the Interlocal Agreement to address transportation capacity impacts and to establish a list of joint transportation projects between Pasco County and the City of Zephyrhills and

authorize Council President to execute the agreement.

**2024 INTERLOCAL AGREEMENT
BETWEEN PASCO COUNTY AND THE CITY OF ZEPHYRHILLS
TO ADDRESS TRANSPORTATION CAPACITY IMPACTS
AND THE ESTABLISHMENT OF JOINT PROJECTS**

THIS INTERLOCAL AGREEMENT is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "County," and the City of Zephyrhills, a municipal corporation organized under the laws of the State of Florida, acting by and through its City Commission, the governing body thereof, hereinafter called "City."

W I T N E S S E T H:

WHEREAS, Chapter 163, Part II, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, requires counties and cities to establish and implement comprehensive land use plans to guide and control future development in their respective communities; and

WHEREAS, intergovernmental coordination is necessary for a successful comprehensive transportation planning efforts and for the healthy growth and development of a region; and

WHEREAS, it is mutually beneficial for the City and the County to jointly address transportation capacity impacts and to identify and fund Joint Projects to address such impacts, and such coordination is encouraged by Section 163.3180(5)(j), Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the County agree as follows:

1. This Agreement is entered into pursuant to the provisions of Section 163.3180(5)(j)4.b., Florida Statutes (2024), and the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes (2024), and shall be filed with the Clerk of the Circuit Court in the Official Records of Pasco County as provided by 163.01(11), Florida Statutes, prior to its effectiveness. This Agreement shall be considered effective as the date when fully executed by both Parties and recorded pursuant hereto and shall continue in effect unless otherwise terminated.

2. The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement.

3. Transportation Impacts. In order to adequately address transportation capacity impacts to the County roadway system, the City agrees to hold 90% of its New Development Fair

Share Contribution for Road Improvement fees, or successor transportation impact or mobility fees collected on or after the adoption date of this Agreement ("Transportation Impact Fees"). The subject Transportation Impact Fees shall be used by the City and/or the County for qualifying road capacity improvement projects established jointly by the City and the County ("Joint Projects"). The City and County's financial contributions to such Joint Projects shall be deemed as full mitigation and coordination of their respective extra-jurisdictional transportation capacity impacts. To the extent the City and County are subject to Section 163.3180(5)(j), Florida Statutes, this Interlocal Agreement became effective prior to October 1, 2024, and shall qualify the City and County for the exception in Section 163.3180(5)(j)4.b., Florida Statutes. The Parties have identified a list of qualifying Joint Projects, the party primarily responsible for designing and constructing such Joint Projects, and the anticipated use of City Transportation Impact Fees and funding from the County, state, or federal agencies, which is attached hereto as Exhibit A. The Board of County Commissioners and Zephyrhills Commission hereby delegate authority to the County Administrator and City Manager to update the Joint Projects list on an as-needed basis, which shall be signed by the County Administrator and City Manager and placed as a noted (non-action) item on the Board of County Commissioners and Zephyrhills Commission agendas. The existing Joint Projects list shall remain in effect if the County Administrator and City Manager do not update said list. To also address transportation efficiency, the parties agree that commercial and residential developments of the County and the City will provide interconnectivity to include vehicular, sidewalk and trail uses. In addition, the City shall require all property developed within the City limits having a proposed direct connection to a County road to obtain a County right-of-way use permit and provide evidence of compliance with the County's Access Management and Substandard Roadway regulations prior to construction plan approval within the City. The County may require or impose site-access or substandard roadway related improvements as a condition to the issuance of the County right-of-way use permit, which may include fair share or proportionate share payments for site access related traffic signals or turn lanes or substandard roads. However, the County shall not condition the right-of-way use permit on transportation capacity improvements, or transportation capacity payments, and all transportation capacity impacts shall be addressed through the funding of the Joint Projects list, as set forth above.

4. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

5. This Agreement shall be governed by the laws of the State of Florida. Any legal actions to enforce the Agreement shall be held in Pasco County. No remedy conferred in this

Agreement is intended to be exclusive of any other remedy, at law or in equity or by statute or otherwise. No exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. This Agreement sets forth the entire agreement between the parties relating to the coordination of the mitigation of transportation impacts. There are no promises or understandings other than those stated herein relating to such coordination. None of the provisions, terms or conditions contained in this Agreement may be modified, superseded or otherwise altered, except by written agreement of the parties. This Agreement specifically supersedes and repeals Paragraph 9 of the Interlocal Agreement Between Pasco County and the City of Zephyrhills Regarding Annexations and Rezoning and Comprehensive Plan Amendments adopted in 2009 by the Parties hereto. The remainder of said 2009 Agreement shall remain in full force and effect until such time that it is terminated.

7. If any item or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the further application of such terms or provision, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

8. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

9. Effective Date. The parties agree that this Agreement shall have an effective date of September 30, 2024 regardless of the respective execution dates of the parties.

IN WITNESS WHEREOF, Pasco County and the City of Zephyrhills have caused this Interlocal Agreement to be duly executed on behalf of each, on the respective dates set forth below.

(SEAL)

BOARD OF County COMMISSIONERS
OF PASCO County, FLORIDA

ATTEST

BY: _____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK AND COMPTROLLER

BY: _____
RONALD E. OAKLEY, CHAIRMAN

As to the City:

APPROVED IN REGULAR SESSION THIS _____ DAY OF _____, 2024

ATTEST: _____ CITY OF ZEPHYRHILLS, FLORIDA

EXHIBIT “A”
COUNTY/CITY TRANSPORTATION “JOINT PROJECTS”

Project ID	Location	Description	Year	Lead	City \$	County \$	State/Fed \$
9993	Wire Rd (CR54 to Daughtery Rd)	Construct 10-ft MUP on W side	2027	County		\$1,150,000	
9992	Geiger Road (Eiland Bl to US 301)	Construct 5-ft sidewalk on S side	2028	County		\$1,380,000	
9987	Eiland Bl & Silverado Ranch Bl	Construct traffic signal	2026	County		\$880,000	
	Pretty Pond Rd & Wire Rd	Construct roundabout		City	\$1,500,000		
	Greenslope Dr & Daughtery Rd	Southbound right turn lane / sidewalk connection		City	\$300,000		
	US 301 & Daughtery Rd	East bound right turn lane and sidewalk from 301 to Ft King Rd.		City	\$900,000		
	Eiland Blvd & Ft. King Rd	Southbound right turn lane and MP trail connection		City	\$900,000		
	CR 54 & Wire Rd/12 th St	Southbound right turn lane		City	\$300,000		
	US 301 & Geiger Rd	Eastbound right turn lane / access management		City	\$1,000,000		
	5 th Ave/SR 54 & Court St	Signalized Crossing / Crosswalk		City	\$30,000		
	SR 39 & Chancey Rd	Intersection turn lanes		City	\$1,300,000		
	Copeland Dr & Chancey Rd	Intersection modifications to accommodate freight		City	\$50,000		
	Wire Rd & US 301	Construct traffic signal	2025	FDOT			\$1,000,000
447950-1	SR 52 (to be CR 52) (W of Flint St to US 301)	Resurfacing	2026	FDOT			\$3,166,702
447951-1	SR 39 (N of Central Ave to US 301)	Resurfacing	2025	FDOT			\$6,447,641

NOTED ITEMS 6.1

SUB 31-22 Tyson Townhomes Performance Bond Release

Issue:

Staff coordinated with the proper departments within the City, and those departments gave clearance for the release of the performance bond. The City's EOR (Engineer of Record) recommends releasing the performance bond and shifting to the maintenance bond.

Background:

Attachment(s):

1. SUB31-22 Tyson Townhomes Performance Bond Release
2. SUB 31-22 Tyson Performance Bond
3. Tyson Twnhms LA Certificate_07172024
4. EOR Certification COZ

Fiscal Impact:

Staff Recommendation:



September 10, 2024

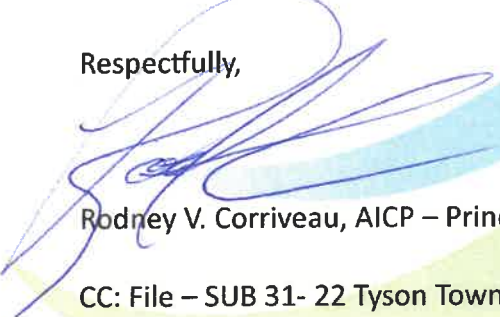
Vicki L. Baker, CRC
CEI Manager
Beacon Civil Engineering, LLC.
8345 Gunn Hwy. Tampa, FL 33626

Re: Tyson Townhomes Performance Bond Release

Dear Mrs. Baker,

Please be advised the City Administration approves releasing the performance bond (#LICX1974021) for the above-referenced project. We have coordinated with the proper departments within the City, and those departments have given clearance and allowed for the release of the bond.

Respectfully,



Rodney V. Corriveau, AICP – Principal Planner

CC: File – SUB 31- 22 Tyson Townhomes Final Plat
Zack Davis, Starlight Homes

PERFORMANCE BOND

BY THIS BOND, WE, STARLIGHT HOMES FLORIDA, L.L.C., as PRINCIPAL, and Lexon Insurance Company of 12890 Lebanon Road, Mt. Juliet, TN 37122, as SURETY, are bound to City of Zephyrhills, Florida, a municipal corporation of the State of Florida, hereinafter call "CITY", in the sum of \$1,519,756.25 dollars for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has applied to the CITY for approval of a plat of a certain area of land within the City to be known as Tyson Townhomes and has agreed, as a condition to the approval of said plat by the CITY, to install all required, approved, or dedicated improvements. Said improvements consisting of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements installed in connection with the PROJECT; and

WHEREAS, the approval of said plat by the CITY is further conditioned upon the furnishing of an adequate Surety Bond to the CITY.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the PRINCIPAL:

- a. Shall in all respects comply with the terms and conditions of the approval of said plat, these conditions being more specifically the completion of all required, approved, or dedicated roads, drainage, sewer and water improvements, and/or other improvements which were installed in connection with the PROJECT pursuant to the approved plans and specifications heretofore filed with the CITY, and in accordance with the ordinances and regulations of the CITY;
- b. Shall complete all improvements within six (6) months after the final plat has received approval from the CITY, unless a longer time for completion shall be allowed by said CITY;
- c. Shall submit a written request for an inspection of all improvements to the Public Works Department at least sixty (60) days prior to the termination of the completion period; and
- d. Shall submit an appropriate maintenance guarantee as required by the City of Zephyrhills; then this obligation shall be void. Otherwise, it remains in full force and effect.

AND the said SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the improvements to be made hereunder, or in the plans, specification and schedules covering the same, shall in any way affect the obligation of said SURETY on this bond and the SURETY does hereby waive notice of any such changes.

THIS BOND shall be for the use and benefit of the CITY if it should elect to proceed with said work upon the failure or refusal of the PRINCIPAL within the time hereinabove specified, or any subsequent date provided through an agreement between the PRINCIPAL and the CITY for an extension of time.

IT IS FURTHER understood that should the City of Zephyrhills be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL, shall be responsible for attorney's fees and court costs incurred by the CITY and SURETY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed on this 10th day of February, 2023.

Starlight Homes Florida, L.L.C.

PRINCIPAL

(Seal)

Witness:



By



Lexon Insurance Company

SURETY

(Seal)

Witness:



Alexa Costello

By



James I. Moore, Attorney-in-Fact

There shall be no release of this performance bond without a written release from the City of Zephyrhills Public Works Department.

**CITY OF
ZEPHYRHILLS**



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

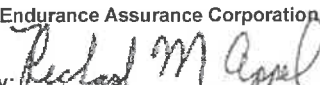
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

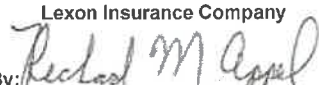
IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: 
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



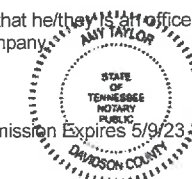
Bond Safeguard Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

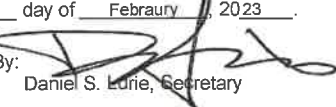
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of February, 2023.

By: 
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois }
County of DuPage } ss.

On February 10, 2023, before me, Diane M. Rubright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2023

Diane M. Rubright
Diane M. Rubright, Notary Public

Commission No. 817036



**PASCO COUNTY
ENGINEERING INSPECTIONS
LANDSCAPING AND IRRIGATION
CERTIFICATE OF COMPLETION**

STATE OF FLORIDA
COUNTY OF PASCO

As required by the Landscaping and Irrigation Ordinance No. 02-04, SectionS 5-D and 15-E-1,

I, Mark Whitaker,
Name

Hereby certify that I have field inspected the landscaped site known as:

Tyson Townhomes,
Project Name and Number

located at 6149 Daerr Rdg St, Zephyrhills, FL 33542,
Physical Address

and I am confirming that the landscaping and irrigation systems have been installed in accordance with
the County-approved plans.

- ☐ Professional Engineer, Registration No. _____; or
- ☒ Professional Landscape Architect (registered in the State of FL), Registration No. 6666858
_____; or
- ☐ Owner as Certifying Agent (notarized signature required).

Mark Whitaker
Signature ☐ Eng ☒ Landscape Architect ☐ Own/Cert Agent

7/16/24
Date

STATE OF FLORIDA
COUNTY OF Hernando

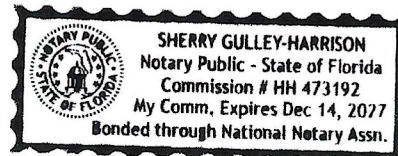
The foregoing instrument was acknowledged before me this 16th day of July, 2024__

By Sherry Gulley-Harrison,
Notary Public, State of Florida

Sherry Gulley-Harrison
Print, type, or stamp name

Mark Whitaker
Personally known OR Produced identification ☒

Type of identification produced Florida Drivers License



ENGINEER OF RECORD CERTIFICATION OF INSPECTION FOR WARRANTY

I, **Laurie S. Burcaw**, a Professional Engineer registered in the State of Florida, with registration **No. 46064**, hereby certify that inspections have been conducted at Tyson Townhomes located in **Section 2 & 3, Township 26S, Range 21E, Pasco County, Florida**; and that all installed water and sanitary sewer utilities including the streets and drainage infrastructure are in general conformance to the civil engineering site development permitted plans.



Engineer Signature

Laurie S.
Burcaw

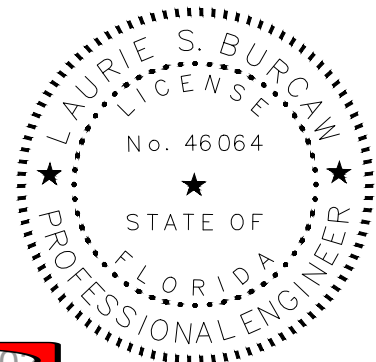


License No.

Digitally signed by Laurie S Burcaw
DN: C=US, O=Florida, dnQualifier=
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0449D, CN=Laurie S Burcaw
Reason: I am the author of this
document
Location:
Date: 2024.06.11 14:38:47-04'00'
Foxit PDF Editor Version: 12.1.3



Date



Embossed Seal

This item has been digitally signed
and sealed by Laurie Burcaw,
PE, on 06/11/2024

Printed copies of this document
are not considered signed and
sealed and the signature must
be verified on any electronic
copies.