



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, January 13, 2025
5:00 PM**

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

<https://meet.goto.com/190711045>

or dial in using your phone:

+1 (224) 501-3412 - Access Code: 190-711-045

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order — Council President Kenneth M. Burgess Jr.

Roll Call — City Clerk Ricardo Quiñones

Invocation — Dennis Monson

Pledge of Allegiance —

CITIZEN COMMENTS

- 1 Lady Theresa DiNicola-Thombs - 37955 12th Avenue

MAYOR

- 1 Arbor Day Proclamation
 1. 2025 Arbor Day Jan17
- 2 Announce Hercules Park Grand Opening - Feb 14, 2025

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - August 26, 2024

1. M08-26-2024
- 1.2 Approval of Budget Workshop Minutes - September 03, 2024
 1. M09-03-2024 Budget Workshop
- 1.3 Approval of City Council Meeting Minutes - September 09, 2024
 1. M09-09-2024
- 1.4 Approval of City Council Meeting Minutes - September 23, 2024
 1. M09-23-2024
- 1.5 Approval of City Council Meeting Minutes - October 14, 2024
 1. M10-14-2024
- 1.6 Approval of City Council Meeting Minutes - October 28, 2024
 1. M10-28-2024
- 1.7 Approval of City Council Meeting Minutes - November 12, 2024
 1. M11-12-2024
- 1.8 Approval of City Council Meeting Minutes - November 25, 2024
 1. M11-25-2024
- 1.9 Approval of City Council Meeting Minutes - December 09, 2024
 1. M12-09-2024
- 1.10 Approval of CHIPZ Inc Grant Money

Agreement 24-25-01

 1. 24-24-07 GRANT AGREEMENT - CHIPZ INC_2025 (30625727v1)(31940972.1)
- 1.11 Approval of 2nd Amendment to the piggyback agreement with Vortex Agreement 41-23-06B
 1. Amended Agreement to Piggyback - City of Zephyrhills(30942131.1)
 2. Exhibit A-1(30942133.1)
 3. Exhibit A-2(30942132.1)
 4. Exhibit A-3(30942134.1)
 5. Exhibit A-4(30942135.1)
 6. Exhibit B(30942125.1)
 7. Exhibit C(30942128.1)
- 1.12 Approval of Parks Turf Mower purchase.

Agreement 41-25-01

 1. Parks Turf Mower JD 7400 quote
 2. JD 7400A
- 1.13 Approval of Utility Services outside City Limits - Kenneth C Gowell Sr & Jr

Agreement 45-25-01

 1. 45-25-01 Utility Service - Kenneth C Gowell Sr & Jr
- 1.14 Pigz In Z'hills-Special event alcohol approval. The location will be downtown Zephyrhills. Section being closed off will be a wetzone. Beer tent also is being proposed.
 1. Special Event Report
 2. Event Site Map

2. BUSINESS ITEMS

2.1 Signers on Checking Account

First Reading **RESOLUTION NO. 844-25 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, PASCO COUNTY FLORIDA, AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE CITY CLERK TO SIGN CHECKS, TO MAKE DEPOSITS AND WITHDRAWLS."**

1. Resolution 844-25 Bank Deposit Signatories
2. Truist Bank Deposit Resolution
3. SIGNATURE CARD 0108
4. SIGNATURE CARD 0868
5. SIGNATURE CARD 5712

3. CITY MANAGER'S REPORT

3.1 Zephyrhills Photo Contest Winner

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

4. NOTED ITEMS

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.**

CITIZEN COMMENTS 1

Lady Theresa DiNicola-Thombs - 37955 12th Avenue

Issue:

Background:

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:



PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, do hereby proclaim Friday, January 17, 2025

ARBOR DAY

in the City of Zephyrhills and urge all citizens to celebrate Arbor Day, support efforts to protect our trees and woodlands, plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 13th day of January, 2025.

Melonie Bahr Monson, Mayor

Attest:

Ricardo Quiñones, City Clerk

CONSENT ITEMS 1.1

Approval of City Council Meeting Minutes - August 26, 2024

Issue:

The City of Zephyrhills City Council held a regular meeting on August 26, 2024.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M08-26-2024

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on August 26, 2024 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (571) 317-3122 - Access Code: 174-949-501.

Council President Kenneth M. Burgess, Jr. called the meeting to order at 6:12 p.m. Roll call was taken. Present Kenneth M. Burgess, Jr, Charels Proctor, Lance Smith, Jodi Wilkeson and Steven F. Spina, PhD. City Manager William Poe and City Attorney Matthew Maggard were also present.

Staff present: CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, Historic Preservation Community Planner Hunter Gearhart, GIS Community Planner Tommy-Lee Hunt, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Airport Manager Nathan Coleman, Finance Director Ted Beason, Building Official Bill Burgess, Police Lieutenant Nathan Gardner and Deputy City Clerk Ricardo Quinones.

The Invocation led by Pastor Kendall, followed by the Pledge of Allegiance.

1. CITIZEN COMMENTS - FOR ITEMS NOT ALREADY ON THE AGENDA

Kim Earl - 37741 Phelps Rd - spoke from the floor.

Mrs. Earl raised concerns about timeline updates for swale repairs, retaining walls, and pond scraping related to recent flooding issues. City staff confirmed progress and pending structural evaluations. A construction hold was placed on specific lots.

Christina Toros - Principal, West Zephyrhills Elementary - spoke from the floor

Mrs. Toros highlighted the City Staff's volunteerism in a reading program. Mrs. Toros announced the school's improvement from an "F" to a "C" grade and presented a recognition award to the City.

2. CONSENT ITEMS

City Manager Poe asked to pull Consent item 2.6 for discussion.

2.1 Approval of Task Assignment to RCM Utilities for Lift Station 40 Rehabilitation

2.2 Approval of Task Assignment #3 to Jones Edmunds for additional Engineering Services During Construction

2.3 Approval of Agreement # 24-22-01A

First Amendment to Grant # LPQ0029 - South 301 Wastewater Redevelopment

2.4 Approval of Utility Agreement 45-24-08 for 37520 Auric Terrace

2.5 Approval of Agreement # 41-24-21

Third Amended Interlocal Agreement for School Impact Fees

Steve Spina motioned to approve consent items 2.1 through 2.5. Seconded by Charlie Proctor. Motion Passed, 5-0.

-Pulled for Discussion-

2.6 Approval of Agreement 37-24-10 with Mouratoglou Tennis Center Zephyrhills LLC

City Manager Poe said Agreement 37-24-10 cannot be executed before the resolution of Tennis Center Zephyrhills LLC reorganization.

Steve Spina motioned to approve item 2.6 with contingencies related to inter-agency agreements. Seconded by Lance Smith. Motion Passed, 5-0.

3. CITY MANAGER'S REPORT

- 3.1 Request approval for Alcohol usage for special event Paulie Palooza.** Scheduled for Saturday 10/19/24 from 12pm-9pm, location will be in Downtown 5th Ave: will need approval by City Council for Alcohol use for their event. The proposed wetzone will be within the streets closures based on the map that's on file.

Paul Correia - 37608 Skyridge Circle - permit applicant.

Mr. Correia said this was his thirtieth year before Council seeking approval. Approval will permit a temporary wet zone for alcohol use and local vendors to sell alcohol during the annual Paulie Palooza event. Coordination with law enforcement for safety was confirmed.

Lance Smith motioned to approve alcohol use for the Paulie Palooza event. Seconded by Charlie Proctor. Motion Passed, 5-0.

- 3.2 Approval of the award bid, ITB 2024-004 to RCM and approval of RCM Utilities Agreement 25-24-03 - Wastewater Effluent Pump Station**

City Manager said the effluent pump station needs work to enhance the facility's infrastructure.. A range of bids were received ranging from just over 3.1 million down to the 2.5 million bid provided by RCM Utilities. Staff recommends awarding the bid to RCM and the contract as presented.

Lance Smith motioned to approve awarding the bid to RCM Utilities and the contract as present for the Effluent Pump Station. Seconded by Charlie Proctor. Motion Passed, 5-0.

- 3.3 Construction Manager at Risk Agreement No. 37-24-09 - A.D. Morgan - City Complex**

City Manager Poe said AD Morgan Corporation was selected as the construction manager for the new city complex, with a \$120,000 design phase budget. The agreement allows for termination if the project does not move forward after the design phase. Council emphasized the importance of aligning timelines to minimize disruptions.

Jodi Wilkeson motioned to approve agreement no. 37-24-09. Seconded by Steve Spina. Motion Passed, 5-0.

- 3.4 Approval of Agreement #25-24-04 for Guaranteed Maximum Price of Indoor Tennis Facility and Outdoor Courts**

City Manager Poe said the Guaranteed Maximum Price (GMP) is not to exceed \$4.75M for the indoor tennis facility and outdoor courts. A.D. Morgan was selected as the Construction Manager at Risk and the facility must be completed by June 30, 2025 to meet funding deadlines.

Discussion followed about design adjustments, such as adding mezzanine storage and addressing cooling aesthetics.

Steve Spina motioned to approve Agreement #25-24-04 for GMP. Seconded by Charlie Proctor. Motion Passed, 5-0.

- 3.5 Council Dias Task Order**

City Manager Poe said staff has been directed to improve the council area and the AV system. The redesign includes raising the floor, reconfiguring the layout, and installing new tables, technology and an option for ballistic protection. Staff confirmed efforts to minimize meeting disruptions during construction.

Lance Smith motioned to approve the Council Dias Task Order. Seconded by Jodi Wilkeson. Motion Passed, 5-0.

MAYOR ANNOUNCEMENTS - NONE

CITY MANAGER ANNOUNCEMENTS

City Manager Poe's announcements included:

- Upcoming Joint Workshop with Pasco County on September 10th.
- Silver Oaks flood water is being pumped.
- City water permit use is being worked on.
- Encouraged City involvement in the school reading program.

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

Charles Proctor - NONE

Steven Spina - Expressed gratitude for staff collaboration on flooding issues.

Lance Smith - Emphasized fostering public-private partnerships near parks to enhance amenities.

Jodi Wilkeson - Highlighted insights from the Florida League of Cities conference on urban planning and homelessness strategies.

Kenneth Burgess - NONE

4. NOTED ITEMS - NONE

ADJOURN 6:56 p.m.

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.2

Approval of Budget Workshop Minutes - September 03, 2024

Issue:

The City of Zephyrhills City Council held a Budget Workshop on September 03, 2024.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M09-03-2024 Budget Workshop

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

CITY COUNCIL WORKSHOP

A City Council Workshop was held on September 03, 2024 in the Council Chambers of City Hall and via GoToMeeting (571) 317-3122 - Access Code: 174-949-501.

Council President Kenneth M. Burgess, Jr. called the meeting to order at 5:22 p.m. Roll call was taken. Present were members Kenneth M. Burgess, Charles E. Proctor, Jr., Steven F. Spina, Ph.D., Lance A. Smith and Mayor Melonie Bahr Monson. City Manager William Poe was also present. Jodi Wilkeson and City Attorney Matthew Maggard were absent.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Utilities Director John Bostic, Planning Director Todd Vande Berg, Public Information Officer Kevin Wiess, Financial Director Ted Beason, Airport Manager Nathan Coleman, CRA Director Gail Hamilton, IT Director Mike Panak, Library Director Peggy Panak, HR & Risk Management Director Sandra Amerson, Building Official Bill Burgess, Lt. Nathan Gardner, Finance Supervisor Jesssica Carter, Wastewater Superintendent OJ Kurt, Streets Superintendent Rob Funnell, Sergeant Starnes, Officer Limoges and Deputy City Clerk Ricardo Quiñones.

CITIZEN COMMENTS - NONE

1. WORKSHOP ITEMS

1.1 FY24/25 Draft Budget Presentation

City Manager Poe narrated they FY25 Budget Presentation

Changes from Previous Drafts:

- A \$5.5M decrease in Capital Outlay due to encumbered funds for the tennis center and effluent pump station projects.
- Personnel Services increased by \$307,000 to reflect proposed raises (4% in October and 3% in April).
- Operating expenditures decreased by \$42,000 due to departmental budget reviews.
- Budgeted reserves saw a net increase due to reallocation of project funds.

New Additions:

- Adjustments included updated revenue projections for taxes and new capital purchases, such as police department cameras funded by impact fees.
- Stormwater pump station upgrades increased from \$200,000 to \$400,000.

Employee Compensation:

- Incentive bonuses structured on a tiered basis ranging from \$1,500 to \$2,500, with an additional \$250 for employees earning above \$80,000.
- Raises to be distributed as 4% in October and 3% in April 2025.

Capital Improvement Projects:

Discussed funding options for key projects, including the city yard complex and Zephyr Park upgrades, combining reserves, Penny for Pasco funds, and debt financing.

Other Budgetary Adjustments:

- General fund and enterprise fund changes addressed cost-saving measures, such as reduced overtime in wastewater management and workman's compensation savings.
- Long-term funding strategies for the airport terminal and septic-to-sewer conversions were outlined, with efforts ongoing to secure state appropriations.

Discussion Points:

- Council requested a comprehensive review of funding sources and repayment timelines for capital projects.
- Updates on specific items like sidewalk projects and irrigation at Zephyr Park were discussed.

Next Steps:

- September 9, 2024: Final millage rate and tentative budget presentation.
- September 23, 2024: Final budget approval.

ADJOURN 6:03 p.m.

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.3

Approval of City Council Meeting Minutes - September 09, 2024

Issue:

The City of Zephyrhills City Council held a regular meeting on September 09, 2024.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M09-09-2024

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on September 09, 2024 at 6:00 p.m. in the Council Chambers of City Hall and Via GoToMeeting (571) 317-3122 - Access Code:693-987-837.

Council President Kenneth M. Burgess, Jr. called the meeting to order at 6:00 p.m. Roll call was taken. Present Kenneth M. Burgess, Jr, Charles Proctor, Jodi Wilkeson and Steven F. Spina, PhD. City Manager William Poe and City Attorney Matthew Maggard were also present. Lance Smith and Mayor Melonie Bahr Monson were absent.

Staff present: Chief of Police Derek Brewer, CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Airport Manager Nathan Coleman, Building Official Bill Burgess, GIS Community Planner Tommy-Lee Hunt, Senior Code Specialist Jackie Boges, Police Lieutenant Nathan Gardner and Acting City Clerk Ricardo Quiñones.

The Invocation led by Senior Code Specialist Jackie Boges, followed by the Pledge of Allegiance.

1. CITIZEN COMMENTS - FOR ITEMS NOT ALREADY ON THE AGENDA

1.1 Dale Complete Landscaping - 5730 8th St.

Mr. Dale raised concerns brought to him by neighbors about the water rate increasing. In conjunction with increases that Pasco County is initiating Mr. Dale said it is a lot of increase at once. Council clarified that the water will be discussed later in the meeting and invited Mr. Dale to stay but the City has no control over what Pasco County does.

Mr. Dale also asked if the City could set limits on the number of rental properties available. Council clarified that HOA's can place restrictions on rental properties, but the City could not.

1.2 Jeff Geiger - 5222 16th Street, Zephyrhills FL, 33542

Mr. Geiger raised concerns about recurrent flooding on his property. He detailed how heavy rains leave the area underwater, with road traffic causing wakes that flood yards and homes. Mr. Geiger questioned prioritizing park improvements over addressing drainage issues in neighborhoods.

Public Works Director Shane LeBlanc explained that a recent blockage in a nearby culvert had been cleared, which might alleviate the issue.

Council acknowledged widespread flooding challenges due to recent heavy rains and directed staff to monitor the situation further.

2. MAYOR

2.1 DAR - Daughters of the American Revolution Proclamation
Jodi Wilkeson read the proclamation for Constitution Week.

2.2 Sarah Vande Berg Tennis Foundation 4th Annual "Raise a Racquet" Fundraising Event
*****This item was moved to the September 23, 2024 Regular City Council Meeting.***

2.3 Swearing-in of Officers:

Chief Brewer introduced and swore in new officers; Eugene Howard, Heather Triplett, Kevin Massillon, Ramneris (Chanel) Beltran.

3. CONSENT ITEMS

- 3.1 Approval of July 22, 2024 Regular Meeting Minutes
- 3.2 Approval of CentralSquare Agreement 41-23-07A CAD Data Conversion
- 3.3 Approval of AXON Agreement 25-24-05
- 3.4 Approval of Civic Plus Agreement 41-24-22 Invoice Consolidation
- 3.5 Approval of Utility Agreements 45-24-09 through 45-24-29

Charles Proctor motioned to approve consent items as presented. Seconded by Jodi Wilkeson. Motion Passed, 4-0.

4. BUSINESS ITEMS/PUBLIC HEARING

4.1 Adopt Tentative Millage

First Reading **ORDINANCE NO. 1492-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILL-AGE RATE FOR FISCAL YEAR 2024-2025 FOR THE CITY OF ZEPHYRHILLS."**

City Attorney Matthew Maggard read Ordinance 1492-24 by Title.

Council President Burgess opened a public hearing. Finance Director Ted Beason said the tentative FY25 Milage Rate of 6.25, the same it has been for the past three years. The rate represents a 4.95% increase over the rollback rate and ensures adequate funding for the city's growing needs.

Council President Burgess closed the public hearing.

Charles Proctor motioned to approve Ordinance No. 1492-24 on the First Reading. Seconded by Steve Spina. Motion Passed, 4-0.

4.2 Adopt Tentative Budget

First 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."**

City Attorney Matthew Maggard read Ordinance No. 1493-24 by title.

Council President opened a public hearing.

City Manager Poe said Council is being asked to approve the tentative FY 2024–2025 budget of \$105,266,052 which include Councils requests throughout the budget workshops.

Councilman Spina asked during the September 03, 2024 Budget Workshop about Capital Funding for Improvement projects. Finance Director Ted Beason explained the Capital Funding for the Public Works Facility would come from General Reserve fund, Penny for Pasco, Utility working fund, Sanitation working fund and debt financing over the next three years. Zephyr Park will be funded through ARPA funds, General Reserve fund and debt financing over the next three years. The total projected debt for both projects is \$12M,

approximately 10% of the city's \$105M budget. Mr. Beason said this approach aligns with standard municipal practices of financing long-term assets. Alternative funding sources, such as state or grant funding, could reduce debt if pursued later. The current funding plan will be finalized and brought back to the council for approval.

Council President closed the public hearing.

Jodi Wilkeson motioned to approve Ordinance No. 1493-24 on the First Reading. Seconded by Steve Spina. Motion Passed, 4-0.

4.3 Reclaimed Water, Sewer and Potable Water Rates

First Reading **ORDINANCE NO. 1473-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING SECTION 51.23 OF THE CITY CODE OF ORDINANCES ESTABLISHING A NEW SCHEDULE OF RATES AND CHARGES FOR THE USE OF OR AVAILABILITY FOR THE USE OF POTABLE WATER, WASTEWATER (SEWER), AND RECLAIMED WATER; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. "**

City Attorney Matthew Maggard read Ordinance No. 1473-24 by title.

Council President opened a public hearing.

Finance Director Ted Beason said rates have been untouched since 2021. Mr. Beason explained that the increase aligns with recommendations from the utility rate study, ensuring funding for ongoing operations and future projects.

Council President closed the public hearing.

Steve Spina motioned to approve Ordinance No. 1473-24 on the First Reading. Seconded by Charles Proctor. Motion Passed, 4-0.

4.4 5L Property Annexation

First 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."**

City Attorney Matthew Maggard read Ordinance No. 1490-24 by title.

Council President opened a public hearing.

Principal Planner Rodney Corriveau gave a brief refresher on the property.

Council President closed the public hearing.

Jodi Wilkeson motioned to approve Ordinance No. 1490-24 on the First Reading. Seconded by Charles Proctor. Motion Passed, 4-0.

4.5 5L Property Future Land Use Map Amendment and Rezoning

First 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 PARCELID# 18-26-22-0010-00500-0000•, PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1491-24 by title.

Council President opened a public hearing. None spoke from the floor.

Council President closed the public hearing.

Steve Spina motioned to approve Ordinance No. 1491-24 on the First Reading. Seconded by Jodi Wilkeson. Motion Passed, 4-0.

4.6 ELLECE USA 19 INC (Bauducco Foods) Conditional Use

First Reading **RESOLUTION NO. 827-24 "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS RELATED TO HEIGHT, APPROVING A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE LI (LIGHT INDUSTRIAL) ZONING DISTRICT ON PARCEL NO. 07-26-22-0000-00100-0012; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Resolution No. 827-24 by title.

Council President opened a public hearing.

Planning Director Todd Vande Berg gave background on this resolution. The applicant received approval from the FAA for the height.

Greg Crawford with Florida Engineering Group – 5127 South Orange Ave. – spoke from the floor. Mr. Crawford said the height was needed for equipment inside the building.

Council President closed the public hearing.

Steve Spina motioned to approve Resolution No. 827-24 on the First Reading. Seconded by Charles Proctor. Motion Passed, 4-0.

5 PLANNING DIRECTOR'S REPORT

****Item 5.1 moved to the end of the Planning Director's Report.****

5.2 Planning Department - GIS - ArcUrban Software

Planning Director Todd Vande Berg proposed acquiring advanced GIS software for \$49,000 (one-time) and annual licensing costs of \$3,300 to enhance planning and community engagement through 3D development modeling.

Judy Fung with ArcUrban narrated a presentation of the software virtually, followed by a brief demonstration.

Discussion followed.

Jodi Wilkeson motioned to approve the purchase of the GIS software. Seconded by Steven Spina. Motion Passed, 4-0.

5.3 ANX000023-24 Mitek Annexation, FLUMA, & Rezoning; The applicant is to have the property annexed into the City with change in FLU from County IL to City IN, and Rezone from County AC to City LI (Light Industrial). Parcel #: 23-26-21-0020-002000010 & 23-26-21-0020-00200-0000, 9.98 acres. Located on Tucker Rd, West of Pine St.

GIS/Community Planner Tommy-Lee Hunt gave the report for this item. With Staff recommending approval.

Council gave consensus to move forward.

5.4 CU0011-24 Mitek Conditional Use; Submittal is for approval for change in the maximum allowable building height. The property is located on Paul Buchman Hwy and Chancy Rd. Parcel # 24-26-21-0010-03900-0010, 23-26-21-0020-01300-0020, 23-26-210020-00200-0000, & 23-26-21-0020-00200-0010, 110.41 acres.

GIS/Community Planner Tommy-Lee Hunt gave the report for this item. With Staff recommending approval.

Council gave consensus to move forward.

*****Item presented out of order.*****

5.1 Indoor Storage Facilities Moratorium Update

Planning Director Todd Vande Berg described different approaches the City could take regarding storage facilities when the moratorium expires in 2025. Regulatory options include:

- Requiring storage facilities to be part of mixed-use developments
- Limiting standalone facilities in key corridors.
- Imposing conditional use requirements for new projects.

Planning will meet with Council members individually. Mr. Vande Berg took questions from Council.

6 CITY MANAGER'S REPORT

6.1 City of Zephyrhills Rebranding Update

Public Information Officer Kevin Weiss provided an update on the City's rebranding efforts initiated in September 2023.

*****Additional Citizen Comments was added*****

Cindy Dow, - 38529 11th Ave, Zephyrhills, FL 33542 – spoke from the floor.

Ms. Dow raised concerns about the lack of affordable housing and the challenges faced by low-income residents.

Council clarified the scope of the current moratorium on developments over one acre, leaving smaller projects feasible. Council also referred Ms. Dow to CHIPZ.

Planning Director Todd Vande Berg explained that initiatives like container homes and smaller housing units were noted as examples being explored and offered to collaborate on potential solutions.

MAYOR ANNOUNCEMENTS - NONE

CITY MANAGER ANNOUNCEMENTS

City Manager William Poe reported:

- Joint Meeting with Pasco County and East Side cities was scheduled for the next morning at the fairgrounds.
- Public Works efforts, including collaboration with Pasco Emergency Management, addressed flooding issues on 9th Avenue and Silver Oaks.
- Notable developments included tennis star Patrick Mouratoglou announcing the opening of an academy in Zephyrhills, raising the city's international profile.

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

Steven Spina - Attended a 9/11 ceremony hosted by the Military History Museum, highlighting speakers and Gold Star families.

Charles Proctor – Thanked Todd Vande Berg and his team. He is confident the City will be in good hands when Mr. Vande Berg retires, no rush.

Jodie Wilkeson - Expressed concern over flooding in older neighborhoods, emphasizing the need to invest in infrastructure improvements. Thanked Staff for continued efforts to address flooding issues and engage with residents.

City Manager Poe Highlighted the unique challenges of the recent storm, which brought 4.5 inches of rain in 1.5 hours, overwhelming existing systems. Mr. Poe also mentioned additional events that Council has been invited to.

Kenneth Burgess – Thanked Public Works for the great work they have done.

NOTED ITEMS - NONE

ADJOURN 8:39 p.m.

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.4

Approval of City Council Meeting Minutes - September 23, 2024

Issue:

The City of Zephyrhills City Council held a regular meeting on September 23, 2024.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M09-23-2024

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on September 23, 2024 at 6:00 p.m. in the Council Chambers of City Hall and Via GoToMeeting (571) 317-3412- Access Code:970-758-869. Council President Kenneth M. Burgess, Jr. called the meeting to order at 6:07 p.m. Roll call was taken. Present were members Kenneth M. Burgess, Jr, Charles Proctor, Steven F. Spina, PhD. and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were also present. Jodi Wilkeson and Lance Smith were absent.

Staff present: CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Airport Manager Nathan Coleman, Utilities Director John Bostic III, Public Information Officer Kevin Weiss, IT Director Michael Panak, Finance Director Ted Beason, Deputy Building Official Kalvin Switzer, Principal Planner Rodney Corriveau, GIS Community Planner Tommy-Lee Hunt and Acting City Clerk Ricardo Quinones.

The Invocation led by Pastor Fran of Oasis Church, followed by the Pledge of Allegiance.

CITIZEN COMMENTS - FOR ITEMS NOT ALREADY ON THE AGENDA

Vicki Wiggins - 38550 5th Avenue, Zephyrhills – spoke from the floor
Vicki reminded Council of the Access East Pasco event at Saint Leo University.

***** Mayor Monson asked that an emergency item be added to the agenda*****

Steve Spina moved to add the emergency item. Seconded by Charles Proctor. Motion Passed, 3-0.

**** *Emergency Item * ****

First Reading **RESOLUTION 829-24 Local State of Emergency Tropical Cyclone 9**

City Atorning Matthew Maggard read Resolution 829-24 by title.

Steve Spina motioned to approve Resolution No. 829-24 on the First Reading. Seconded by Charles Proctor. Motion Passed, 3-0.

1. MAYOR

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

Nick Walton gave a presentation on the Sarah Vande Berg Tennis Foundation's youth programs in Zephyrhills.

Steve Spina motioned to approve a \$15,000 contribution to support youth programs. Seconded by Charles Proctor. Motion Passed, 3-0.

2. CONSENT ITEMS

2.1 Approval of Agreement 41-19-39A

First Amendment to Advanced Environmental Laboratory

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

2.3 Approval of Kimley-Horn Work Order NO. 24-148

5th Avenue Preliminary Design Plans

2.4 Approval of Kimley-Horn Work Order NO. 24-152 Dairy Road Extension Drainage

2.5 Approval of Kimley-Horn Work Order NO. 24-157

US 301 & Pretty Pond Rd Intersection Improvements

- 2.6 Approval of Kimley-Horn Work Order NO. 24-158
Daughtery Rd & Green Slope Dr Intersection Improvements
- 2.7 Approval of Kimley-Horn Work Order NO. 24-159
US 301 at Daughtery Rd & Chancey Rd at Copeland Dr Improvements
- 2.8 Approval of Kimley-Horn Work Order NO. 24-160
Eiland Boulevard & Fort King Intersection Improvements
- 2.9 Approval of Kimley-Horn Work Order NO. 24-161 US 301 & Geiger Intersection
Improvements
- 2.10 Approval of Kimley-Horn Work Order NO. 24-162
North Avenue & 8th St Intersection Improvements
- 2.11 Approval of Utility Agreement 45-24-30 Handy Food Stores
- 2.12 2024 Audit Engagement Letter No. 37-24-12 with DG Perry - One Year Extension for
City Audit Services

Charles Proctor motioned to approve the 12 consent items as presented. Seconded by Steve Spina. Motion Passed, 3-0.

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."**

City Attorney Matthew Maggard read ITEM by title.

Council President opened a public hearing.

Finance Director Ted Beason said Council is being asked to approve a millage rate of 6.25 which is 4.95% above the rollback rate.

Council President closed the public hearing.

Steve Spina motioned to approve Ordinance No. 1492-24 on the Second Reading. Seconded by Charles Proctor. Motion Passed, 3-0.

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."**

City Attorney Matthew Maggard read Ordinance No. 1493-24 by title.

Council President opened a public hearing.

Council President Burgess noted that there have been several workshops and discussions on the final budget.

Council President closed the public hearing.

Charles Proctor motioned to approve Ordinance No. 1493-24 on the Second Reading. Seconded by Steve Spina. Motion Passed, 3-0.

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. "

City Attorney Matthew Maggard read Ordinance 1473-24 by title.

Council President opened a public hearing.

Finance Director Ted Beason reminded Council that the rate has not been touched since 2021 and staff is recommending the 3% increase to meet City needs. The rate increase will go into effect October 1, 2024

Council President closed the public hearing.

Steve Spina motioned to approve Ordinance 1473-24 on the Second Reading. Seconded by Charles Proctor. Motion Passed, 3-0.

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."

City Attorney Matthew Maggard read Ordinance 1490-24 by title.

Council President opened a public hearing.

Councilman Spina noted that this project is not subject to the residential moratorium currently in place.

Council President closed the public hearing.

Charles Proctor motioned to approve Ordinance 1490-24 on the Second Reading. Seconded by Steve Spina. Motion Passed, 3-0.

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 PARCELID# 18-26-22-0010-00500-0000, PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE."

City Attorney Matthew Maggard read Ordinance No. 1491-24 by title.

Council President opened a public hearing. None spoke from the floor.

Council President closed the public hearing.

Steve Spina motioned to approve Ordinance No. 1491-24 on the Second Reading. Seconded by Charles Proctor. Motion Passed, 3-0.

3.6 Zephyr Lakes/Abbott Park Final Plat Phase 3

City Manager Poe updated Council on the discussion on resolving road alignment issues with Duke Energy.

City Attorney Maggard said there is a Bond in place with the county to cover construction costs.

Principal Planner Rodney Corriveau gave a discussed the technical aspects of the Platt.

Discussion followed regarding stormwater issues.

Councilman Spina asked to add discussion on the moratorium and water use permit on a future agenda.

Charles Proctor motioned to approve the Zephyr Lakes/Abbott Park final plat Phase 3. Seconded by Steve Spina. Motion Passed, 3-0.

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."**

City Attorney Matthew Maggard read Ordinance No. 1494-24 by title.

Discussion followed regarding enforcement and advertising.

Steve Spina motioned to approve Ordinance No. 1494-24 on the First Reading. Seconded by Charles Proctor. Motion Passed, 3-0.

5. CITY MANAGER'S REPORT

5.1 Approval of agreement 41-24-23 with Hidden River Homeowners Association for repayment of liftstation upgrades.

City Manager Poe said two of the four liftstations were not built to code. The City will update and take ownership of the liftstations. Hidden River HOA will repay half of the upgrade costs to the City over ten years or sooner.

Charles Proctor motioned to approve agreement 41-24-23. Seconded by Steve Spina. Motion Passed, 3-0.

5.2 Approval of Task Order with RCM for liftstation improvements at Hidden River Subdivision

City Manager Poe said this is the companion item to Agreement 41-24-23. This authorizes the improvements to the liftstations.

Steve Spina motioned to approval of Task Order with RCM for liftstation improvements at Hidden River Subdivision. Seconded by Charles Proctor. Motion Passed, 3-0.

5.3 Interlocal Agreement 41-24-24 for Joint Planning Area

City Manager Poe summarized the proposed agreement noting that it 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 parties.

Councilman Spina asked if that the City would be required to hold 90% of all impact fees. City Manager Poe clarified that it was only 90% of Transportation Impact fees. Discussion followed.

Steve Spina motioned to approve Interlocal Agreement 41-24-24. Seconded by Charles Proctor. Motion Passed, 3-0.

MAYOR ANNOUNCEMENTS

Mayor Monson asked for an update on the City's water use permit. City Manager Poe said that we are in the final stages of approval, the most recent draft was submitted Friday. Mr. Poe will ask the consultants to come and explain the conditions better.

Mayor Monson also reminded Council about the upcoming EPEDC Economic Summit with a focus on Transportation. She asked if the PIO could blast an announcement to residents.

CITY MANAGER ANNOUNCEMENTS

Mr. Poe reported

- Requests to SWFWMD from the City and Pasco County to survey conveyance systems. Zephyr Creek has been cleared allowing water to flow.
- Gratitude to Public Works for pumping efforts in the City. Ponds are not perking quickly.
- Zephyrhills News closed, the City will obtain hard copies to store at the Library.

CITY ATTORNEY ANNOUNCEMENTS

City Attorney asked Council to recall the vote on Ordinance No. 1473-24 to correct the reading.

Steve Spina motioned to recall the vote on Ordinance No. 1473-24. Seconded by Charles Proctor. Motion Passed, 3-0.

City Attorney read Ordinance No. 1473-24 by title.

Steve Spina motioned to approve Ordinance No. 1473-24 on the Second Reading. Seconded by Charles Proctor. Motion Passed, 3-0.

CITY COUNCIL COMMENTS

Spina – Thanked the City Manager for his work pumping water in the City.

Proctor – Thanked SVB tennis center for community work and Finance for FY'25 Budget.

Burgess – Acknowledged it is a busy time and thanked Staff for their great work.

6. NOTED ITEMS

6.1 SUB 3 1-22 Tyson Townhomes Performance Bond Release

ADJOURN 7:15 p.m.
Submitted by Ricardo Quiñones

CONSENT ITEMS 1.5

Approval of City Council Meeting Minutes - October 14, 2024

Issue:

The City of Zephyrhills City Council held a regular meeting on October 14, 2024.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M10-14-2024

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on October 14, 2024 at 6:00 p.m. in the Council Chambers of City Hall and Via GoToMeeting (224) 501-3412 - Access Code: 648-740-925. Council Vice President Charles Proctor called the meeting to order at 6:05 p.m. Roll call was taken. Present were members Charles Proctor, Jodi Wilkeson, Lance Smith, Steven F. Spina, PhD. and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were also present. Kenneth M. Burgess, Jr was absent.

Staff present: Chief of Police Derek Brewer, CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Airport Manager Nathan Coleman, Utilities Director John Bostic III, Building Official Bill Burgess, Principal Planner Rodney Corriveau, Historic Preservation Specialist Community Planner Hunter Gearhart and Acting City Clerk Ricardo Quinones.

The Invocation led by Brandon Bristol of Miracle Temple Community Church, followed by the Pledge of Allegiance.

**** Mayor Monson requested an emergency item be added to the agenda. ****

Lance Smith motioned to add the mayor's emergency item. Seconded by Jodi Wilkeson. Motion passed unanimously.

*****Emergency Item *****

City Manager William Poe gave update on the Emergency Response including:

-Flooding and Emergency Response: Ongoing severe flooding impacting multiple areas due to unprecedented rainfall (18 inches in 24 hours). 13 of 73 Liftstations are not operational.

Key Actions:

*Pumps deployed to alleviate flooded areas, including schools, neighborhoods and liftstations. Coordination with nursing homes and other facilities to redirect water overflow to ponds.

*Distribution sites set up for food, water, and gas through various organizations, although the city is not directly managing these.

*Comfort Stations set up in library parking lots to offer restrooms, showers, and charging stations. Pasco County staffing the Comfort Stations, with requests for volunteers.

*Tree and Debris Removal in streets and alleyways cleared except for flooded zones. Residents advised to separate debris into piles, tree & household, for proper disposal on the curb at the road, not the alleyways.

Mr. Poe acknowledged FEMA and State assistance and resilience funding to expedite cleanup and provide relief.

CITIZEN COMMENTS – NONE

Michelle Deloreto – 39105 9th Avenue - spoke from the floor. -
Mrs. Deloreto raised concerns over recurrent flooding, delays in pump deployment and a timeframe on tree debris removal.

City Manager Poe said this was a record storm event and not isolated to our area. Pumps will be deployed as soon as they are able and well as tree removal. Mr. Poe said Mrs. Deloreto will likely see the trucks and pumps working in her area before he could ever inform her.

Rubin Rodriguez – 5238 Betty Street - spoke from the floor. -
Mr. Rodriguez said he lost everything during the storm and asked what steps to take to move forward.

Council and Staff committed to providing updates and coordinating assistance with FEMA and local organizations.

1. MAYOR

1.1 Proclamation - Mental Health Awareness Month

Mayor Monson with the help of Councilman Spina read the Proclamation naming October as Mental Health Awareness Month.

1.2 Water Use Permit Update – Michelle Hays and Michael Clark

City Manager Poe pulled this item as some information needs clarification before being brought to Council. The intention is to bring this to the next meeting on October 28th if ready.

2. CONSENT ITEMS

2.1 Approval of July 22, 2024 Budget Workshop Minutes

2.2 Approval of August 02, 2024 Emergency Meeting Minutes

2.3 Approval of Collective Bargaining Agreement for Officers, Detectives, and SROs (2024-2027)

2.4 Approval of Collective Bargaining Agreement for Sergeants (2024-2027)

2.5 Police Department Floor Purchase/Tile Replacement

2.6 FBI Memorandum of Understanding (MOU) 2024-424

2.7 Stonegarden Memorandum of Understanding (MOU) 2024-426

2.8 Requesting Approval to Purchase Utilities Admin Vehicle 2024-428

2.9 Request to purchase an Administration Vehicle

*Lance Smith motioned to approve consent items as presented. Seconded by Steven Spina.
Motion passed unanimously.*

3. BUSINESS ITEMS/PUBLIC HEARING

3.1 Smoking Prohibited in City Parks; Vaping Prohibited on City Property

Second 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 ON CITY PROPERTY; ESTABLISHING PROHIBITED CONDUCT, DEFINITIONS AND PENALTIES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE."** OR

City Attorney Matthew Maggard read Ordinance No. 1494-24 by title.

Council Vice President opened a public hearing. None spoke from the floor.

Council Vice President closed a public hearing.

Councilman Smith said that this started out as a presentation of an idea from a young group in Pasco County Schools. Smith said they perused the idea and now it is a City Ordinance and encouraged those in attendance that they can make a difference too.

Councilwoman Wilkeson shared a story of a close friend who suffered third degree burns from the lithium battery contained in the Vape cartridge and expressed that some are not aware of the potential problem.

Lance Smith motioned to approve Ordinance 1494-24 on the Second Reading. Seconded by Steven Spina. Motion passed unanimously.

3.2 MiTek Annexation

Frist Reading **Ordinance No. 1495-24. " AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING APPROXIMATELY 9.98 ACRES (MOL) INTO THE CORPORATE LIMITS OF THE CITY DESCRIBED AS PARCEL NUMBER 23-26-21-0020-00200-0000 AND 23-26-21-0020-00200-0010 ZEPHYRHILLS, FLORIDA, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. "**

City Attorney Matthew Maggard read Ordinance No. 1495-24 by title.

Council Vice President opened a public hearing.

GIS Community Planner Tommy-Lee Hunt said this parcel is for 9.98 acres annexed for light industrial use. Council noted that industrial use is not subject to the development moratorium.

Council Vice President closed a public hearing.

Jodi Wilkeson motioned to approve Ordinance 1495-24 on the First Reading. Seconded by Lance Smith. Motion passed unanimously.

3.3 MiTek Future Land Use Map Amendment and Rezoning

Frist Reading **Ordinance No. 1496-24. " 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 9.98 ACRES OF REAL PROPERTY LOCATED SOUTH OF TUCKER ROAD, WEST OF PINE STREET AND NORTH OF THE ZEPHYRHILLS MUNICIPAL BOUNDARY AND HAVING PARCEL ID# 23-26-21-0020-00200-0010 AND 23-26-21-0020-00200-0000; PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE. "**

City Attorney Matthew Maggard read Ordinance No. 1496-24 by title.

Council Vice President opened a public hearing.

City Attorney Maggard said all items presented for item 3.2 carry over to this item.

Council Vice President closed a public hearing.

Steven Spina motioned to approve Ordinance 1496-24 on the First Reading. Seconded by Jodi Wilkeson. Motion passed unanimously.

3.4 MiTek Conditional Use

First Reading **Resolution No. 830-24 " A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS RELATED TO HEIGHT; APPROVING A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE LI (LIGHT INDUSTRIAL) ZONING DISTRICT ON PARCEL NO. 23-26-21-0020-01300- 0020 and 24-26-21-0010-03900-0010; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE. "**

City Attorney Matthew Maggard read Resolution No. 830-24 by title.
Council Vice President opened a public hearing.

GIS Community Planner Tommy-Lee Hunt said this property is owned by MiTek and will be used for their factory. Additional height is needed for manufacturing equipment. Authorization was received from the FAA that there is no conflicts regarding the proximity to The Zephyrhills Municipal Airport

Council Vice President closed a public hearing.

Lance Smith motioned to approve Resolution No. 830-24 on the First Reading. Seconded by Steven Spina. Motion passed unanimously.

4. PLANNING DIRECTOR'S REPORT – NONE

5. PUBLIC WORKS DIRECTOR'S REPORT

5.1 Annual Street Resurfacing

Public Works Director Shane LeBlanc presented the City's resurfacing plan. The City intends to piggyback from a larger County agreement for better rates. The plans will include resurfacing Veterans Park parking lot & fitness trails, ZPD parking lot and city streets.

Steven Spina motioned to approve the Public Works Director's Annual Resurfacing Report. Seconded by Lance Smith. Motion passed unanimously.

6. CITY MANAGER'S REPORT

6.1 City Council Meeting Dates - Holiday Schedule 2024

City Manager Poe proposed moving the November 11th meeting to November 12th due to Veterans Day. Additionally, Mr. Poe proposed cancelling the November 25th and December 23rd meetings for holidays.

Lance Smith motioned to approve moving the November 11th meeting to November 12th and to cancel only the December 23rd City Council Meeting. Seconded by Jodi Wilkeson. Motion passed unanimously.

6.2 City Council Dias (Plaque Options)

Public Works Director Shane LeBlanc presented Council with several plaque options to be affixed to the new Council Dias.

Council chose a modified B, which contains the stylized Z, Zephyrhills and no tag.

MAYOR ANNOUNCEMENTS

Mayor Monson echoed her earlier statements and thanked Staff for their work.

CITY MANAGER ANNOUNCEMENTS

City Manager Poe with the help of GIS Community Planner Tommy-Lee Hunt presented aerial images taken from Axon drones showing the impact of Hurricane Milton and flooding that it has caused. Discussion followed regarding historical flooding resiliency planning.

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

Smith – Expressed gratitude and support to residents and Staff. Emphasized water conservation to prevent overloading the sewer system. Encouraged continued patience and persistence as recovery efforts progress.

Wilkeson - Expressed gratitude for the community's resilience and Staff's dedication during and after the storm. She highlighted how Public Works' proactive tree pruning likely prevented further damage when a large tree fell on the home of the longtime City Clerk, Linda Boan and neighbors quickly helped with tarping and clearing debris. Wilkeson was honored to organize meals for Staff working recovery and clean up. Local officials also visited to thank the workers for their efforts.

Spina - Expressed gratitude and a commitment to continue working through the challenges.

Proctor – Expressed how proud he was of the city staff and the city residents. He and Councilman Smith drove through the city surveying the damages yesterday and were served by individuals and communities helping others.

7. NOTED ITEMS - NONE

ADJOURN 7:44 p.m.

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.6

Approval of City Council Meeting Minutes - October 28, 2024

Issue:

The City of Zephyrhills City Council held a regular meeting on October 28, 2024.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M10-28-2024

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on October 28, 2024 at 6:00 p.m. in the Council Chambers of City Hall and Via GoToMeeting (571) 317-3112 - Access Code: 666-957-093. Council President Kenneth M. Burgess Jr. called the meeting to order at 6:00 p.m. Roll call was taken. Present were members Kenneth M. Burgess Jr., Charles Proctor, Jodi Wilkeson, Lance Smith, Steven F. Spina, PhD. and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were also present.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Airport Manager Nathan Coleman, Building Official Bill Burgess, Deputy Building Official Calvin Switzer, Principal Planner Rodney Corriveau, GIS Community Planner Tommy-Lee Hunt, Officer Limoges and Acting City Clerk Ricardo Quinones. Utilities Director John Bostic III attended virtually.

The Invocation was led by Pam Proctor of Crystal Springs Worship Center, followed by the Pledge of Allegiance

CITIZEN COMMENTS

Dawn Hyre - 6012 Ridgeway Drive – spoke from the floor.

Mrs. Hyre raised concerns about Geiger Road's poor condition and safety risks due to heavy truck traffic and potholes.

Discussion followed regarding ongoing discussions with Pasco County for road repaving and safety improvements, including traffic patrols and GPS reclassification for truck routes.

Norman Scheurman - 37604 Geiger Rd – spoke from the floor

Mr. Scheurman requested a pause on developments lacking approved site plans or plats, citing recent flooding as a reason for re-evaluating standards and implementing a moratorium.

Council discussed placing the moratorium back on the agenda to address water use permits and potential flooding risks

Tracy Farrell - 38541 Trellis Avenue – spoke from the floor.

Mrs. Farrell echoed concerns about development and flooding, sharing personal accounts of water damage in neighborhoods.

Robin Simpson - 38819 Verta Drive – spoke virtually.

Mrs. Simpson highlighted issues with standing water near Zephyrhills High School causing health concerns and foul odors.

Staff agreed to coordinate with the Pasco County School Board to address the issue.

Elena Hutchinson - 5043 10th Street – spoke from the floor.

Mrs. Hutchinson reported severe water damage to her home despite being in a non-flood zone.

Staff pledged further investigation and action.

*****City Manager Poe gave an update on the City's storm recovery*****

Flooding Response - Areas like 23rd and North Avenue, 9th Avenue, Laurel Hammock, Silver Circle, and Alpha Village were pumped or tankered to reduce water levels. Efforts continue in challenging locations such as Daughtery Road and Silver Oaks, with water levels decreasing by 6–9 inches daily. Coordination with the Army Corps and SWFWMD validated ongoing measures.

Debris Removal - An estimated 100,000 cubic yards of debris is being cleared. In the past week, 25% (26,000 cubic yards) was removed by independent crews, city staff, and contractors under FEMA agreements.

Utility Restoration - 71 of 73 lift stations are operational, with repairs underway for two stations, including one in Silver Oaks. Crews are addressing potential damage from fallen trees. 24 properties in Silver Oaks remain without power, with restoration progressing as homes are inspected.

Community Support - Resources include an insurance assistance village, a potential FEMA Recovery Center, and a comfort station with essential amenities. Collaborative efforts with federal and state agencies continue to provide relief to affected residents.

MAYOR

- 1.1 Proclamation - 2024 Special Olympics North America Softball National Championship
Mayor Monson presented a proclamation celebrating the East Pasco Stars outstanding performance winning their fifth consecutive gold medal at the Special Olympics North America Softball Championship.

- 1.2 Swearing in Officers Gage Dixon & Herman Wedgren
Chief Brewer swore in Officers Gage Dixon and Herman Wedgren to the Zephyrhills Police Department. Chief Brewer highlighted their backgrounds and dedication, with special acknowledgment of Officer Dixon for following in his late father's footsteps as a ZPD officer.

2. CONSENT ITEMS

- 2.1 Solid Waste Collection Truck
- 2.2 Approval of Utility Easement Agreement 16-24-05 with Tibbetts Properties, LLC
- 2.3 Runway 01-19 rehabilitation grant agreement 24-24-06
- 2.4 Smith Fence Company Goods and Services Agreement 41-24-34 for Fencing, Gate Operators, and Handrails. Piggyback Agreement off Pinellas County, Florida Agreement

Steven Spina motioned to approve consent items as presented. Seconded by Lance Smith. Motion passed unanimously

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 MiTek Annexation
Second Reading **Ordinance No. 1495-24. " AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING APPROXIMATELY 9.98 ACRES (MOL) INTO THE CORPORATE LIMITS OF THE CITY DESCRIBED AS PARCEL NUMBER 23-26-21-0020-00200-0000 AND 23-26-210020-00200-0010 ZEPHYRHILLS, FLORIDA, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. "**

City Attorney Maggard Ordinance No. 1495-24 by title.

Council President opened a public hearing.

City Attorney Maggard reminded Council that this is an additional 10 acres for the MiTek project, for expansion.

Councilman Spina noted that this parcel is for industrial use and not subject to the development moratorium and will remain vacant.

Council President closed the public hearing.

Jodi Wilkeson motioned to approve Ordinance No. 1495-24 on the Second Reading. Seconded by Charles Proctor. Motion passed unanimously

3.2 MiTekFuture Land Use Map Amendment and Rezoning

Second Reading **Ordinance No. 1496-24. " 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 9.98 ACRES OF REAL PROPERTY LOCATED SOUTH OF TUCKER ROAD, WEST OF PINE STREET AND NORTH OF THE ZEPHYRHILLS MUNICIPAL BOUNDARY AND HAVING PARCEL 23-26-21-0020-00200-0010 AND 23-26-21-0020-00200-0000; PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE. "**

City Attorney Maggard Ordinance No. 1496-24 by title.

Council President opened a public hearing. None spoke from the floor.

Council President closed the public hearing.

Lance Smith motioned to approve Ordinance No. 1496-24 on the Second Reading. Seconded by Steven Spina. Motion passed unanimously

3.3 COMP PLAN Update - Transportation Element

First Reading **Ordinance No. 1497-24. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA (THE "CITY"), RELATING TO THE COMPREHENSIVE PLAN (THE "PLAN") IN ACCORDANCE WITH CHAPTER 163, PART 11, FLORIDA STATUTES; REPEALING AND REPLACING THE PLAN'S TRANSPORTATION ELEMENT; PROVIDING AUTHORITY; PROVIDING PURPOSE AND INTENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO CERTAIN ELEMENTS OF THE COMPREHENSIVE PLAN; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR NON-SUBSTANTIVE MODIFICATIONS THAT MAY ARISE AT PUBLIC HEARING OR CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

City Attorning Maggard read Ordinance No. 1497-24 by title.

Council President opened a public hearing.

Planning Director Todd Vande Berg presented updates to align transportation goals with the City's vision for sustainable and multimodal growth through 2040. Key projects include hot spots on major roads, improved walk-bike infrastructure, and public transit enhancements.

Council President closed the public hearing.

Discussion followed regarding roads that will not be improved, public transit and bypass roads.

Jodi Wilkeson motioned to approve Ordinance No. 1497-24 on the First Reading. Seconded by Lance Smith. Motion passed unanimously

4. CITY MANAGER'S REPORT

4.1 Approval of Local Mitigation Strategy (LMS) – Resolution 836-24

City Manager Poe introduced Resolution 836-24 allowing the six Municipalities in Pasco to gather, identify vulnerabilities and develop a response plan allowing FEMA funding and application for resiliency grants.

City Attorney Maggard read Resolution 836-24 by title.

Steven Spina motioned to approve Resolution 836-24 on the First Reading. Seconded by Lance Smith. Motion passed unanimously

5. CITY ATTORNEY'S REPORT

5.1 Municipal Association of Pasco (MAP) Meeting November 07, 2024 - Port Richey First Reading **RESOLUTION NO. 834-24 - " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE. "**

City Attorney Matthew Maggard read Resolution No. 834-24 by title.

Lance Smith motioned to approve Resolution No.834-24 on the First Reading. Seconded by Charles Proctor. Motion passed unanimously

MAYOR ANNOUNCEMENTS

Mayor Monson thanked Staff for their hard work during ongoing recovery efforts and emphasized the importance of assisting residents, particularly those without insurance, in navigating FEMA forms. They also expressed gratitude for the newly sworn-in police officers, highlighting the emotional significance of the ceremony.

CITY MANAGER ANNOUNCEMENTS - NONE

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

Smith – Thanked staff for their efforts during recovery and conveyed how proud he was.

Wilkeson - Gave special recognition to PIO for pushing out information to residents and Public Works Director for quick communication on cleanup progress. She also thanked CRA and Main Street Zephyrhills for recent events.

Proctor – Thanks City Manager and Department Heads and Staff from all levels on their great work during this record storm event.

Spina – Thank Staff for their tremendous work and residents for their patience and understanding.

Burgess – Thanked Staff for their work during recovery while also taking care of their normal duties and being mindful that Staff are citizens as well and making sure they could handle their own.

*****Council discussed participation in the Veterans Day Parade on November 9th, 2024 at 10a.m.*****

6. NOTED ITEMS - NONE

ADJOURN 7:38 p.m.

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.7

Approval of City Council Meeting Minutes - November 12, 2024

Issue:

The City of Zephyrhills City Council held a regular meeting on November 12, 2024.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M11-12-2024

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

Regular City Council Meeting

A Regular Council Meeting was held on November 12, 2024 at 6:00 p.m. in the Council Chambers of City Hall and Via GoToMeeting (408) 650-3123 - Access Code: 170-588-469. Council President Kenneth M. Burgess Jr. called the meeting to order at 6:00 p.m. Roll call was taken. Present were members Kenneth M. Burgess Jr., Charles Proctor, Jodi Wilkeson, Lance Smith, Steven F. Spina, PhD. and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were also present.

Staff present: Public Works Director Shane LeBlanc, Utilities Director John Bostic III, Planning Director Todd Vande Berg, Airport Manager Nathan Coleman, Building Official Bill Burgess, CRA Director Gail Hamilton, IT Director Mike Panak, Public Information Officer Kevin Weiss, Finance Director Ted Beason, Principal Planner Rodney Corriveau, GIS Community Planner Tommy-Lee Hunt and Acting City Clerk Ricardo Quinones.

The Invocation was led by Pastor Dennis Harmeson of Awake Wesleyan Church, followed by the Pledge of Allegiance.

CITIZEN COMMENTS

Ron Aipperspach – 3244 Steeplechase Road, Wesley Chapel FL - spoke from the floor.

Mr. Aipperspach spoke on behalf of a friend whose property near the YMCA flooded due to the retention pond spilling out. Mr. Aipperspach requested a pause on nearby developments and collaborative efforts involving the City, County, and SWFWMD to address ongoing drainage issues.

Council said that a meeting will be scheduled with relevant stakeholders to explore solutions

David Moral – 38603 Young Drive Zephyrhills FL - spoke from the floor.

Mr. Moral raised concerns about elevated developments near Wire Road causing flooding on neighboring properties. Mr. Moral suggested collaborative solutions between the city, county, and SWFWMD to address inadequate drainage.

Kyle Salvato – 4241 Skydive Lane Zephyrhills FL – spoke from the floor.

Mr. Salvato announced Skydive City's skydiving event featuring daytime and nighttime shows on Friday at 4:00 PM and 7:00 PM, respectively. Mr. Salvato Invited the public to attend, emphasizing the community's resilience following recent challenges.

Vicki Wiggins – 38550 5th Avenue, Zephyrhills – spoke from the floor.

Ms. Wiggins announced the ribbon-cutting ceremony for Seasons of Hope on Friday, November 17, 2024, at 11:00 AM.

1. MAYOR

1.1 Proclamation - Bill Nye

Mayor Monson recognized Bill Nye for his 50 years of service to the Zephyrhills community, highlighting his contributions to local development, community initiatives, and economic growth.

1.2 ZEDC Update - Dr. Randy Stovall

Dr. Randy Stoval of East Pasco Chamber of Commerce gave the quarterly update. Dr. Stoval reported the Economic Summit was rescheduled to December 11, 2024. Discussions underway with potential investors, including plans for a new hotel. Business survey results expected by January 2025 to inform future strategies.

1.3 Water Use Permit update - Michelle Hays and Michael Clark

Mike Clark and Michelle Hays updated Council on the water use permit renewal process, which limits water usage to 4.11 million gallons per day (MGD) with potential increases to 4.49 MGD upon demonstrated need.

Lance Smith asked what counts as proof of demand.

City Manager Poe said Council approving development projects or the developer entering into a Utilities service agreement and paying 50% of capacity.

Discussion followed regarding development timelines, conservation efforts, and challenges of balancing growth with resource management. Final permit approval is anticipated by early 2025, pending board review and potential public challenges.

1.4 Moratorium on Residential Development

Planning Director Todd Vande Berg reviewed the status of residential projects in the development queue, categorized by approval stages.

Council discussed the importance of addressing infrastructure challenges, including stormwater management and transportation, as part of future planning with an emphasis on balancing growth with sustainability.

2. CONSENT ITEMS

2.1 Agreement 41-24-37 - Sign Printer Piggyback Agreement

2.2 Outside Utility Agreement 45-24-34 - Regina & Lula Wade 5311 Lantana st, Zephyrhills, FL 33542

2.3 Purchase Telehandler for Public Works Department

2.4 ~~Agreement 41-22-12A - Infotect Piggyback Extension Agreement~~

2.5 Grant Agreement Z4373 with FEMA - Hurricane Milton DR4834

Steve Spina motioned to approve consent items 2.1, 2.2, 2.3, 2.5 and pull item 2.4 for discussion. Seconded by Charles Proctor. Motion passed unanimously.

2.4 Agreement 41-22-12A - Infotect Piggyback Extension Agreement

Councilman Spina asked Staff to be cognizant of the agenda packet size when possible. Include what is needed to inform Council with additional information upon request.

Steve Spina motioned to approve consent item 2.4. Seconded by Charles Proctor. Motion passed unanimously.

3. FINANCE DIRECTOR'S REPORT

3.1 Agreement 37-24-14 - Carlisle Thompson, LLC - FEMA Public Assistance Grant Management Support Services (piggyback)

Finance Director Ted Beason said the proposed agreement would provide the City with assistance in preparing our FEMA documentation for reimbursement after Milton.

Lance Smith motioned to approve Agreement 37-24-14. Seconded by Jodi Wilkeson. Motion passed unanimously.

4. CITY MANAGER'S REPORT

4.1 City Hall Lobby Wall Signage

Public Information Officer Kevin Weiss informed Council that a design change was needed to minimize impact on the porcelain wall tiles.

Councilwomen Wilkeson suggested getting a cardboard rendering for better visualization.

Council suggested making the signage smaller.

MAYOR ANNOUNCEMENTS

Mayor Monson expressed pride in the community's Veterans Day events, including a reenactment, parade, and ceremony, highlighting the city's strong commitment to honoring veterans. She announced the newly formed Youth Council, praising the members' innovative ideas and the support of community mentors. Additionally, the Mayor mentioned participating in the Great American Teach-In, swearing in a student body president at a private school, and emphasized her love for connecting with the community through such opportunities

CITY MANAGER ANNOUNCEMENTS

City Manager Poe reported:

- Five department heads will participate in the Great American Teach-In at Woodland Elementary.
- Over 53,000 cubic yards of debris have been cleared, and all lift stations in Silver Oaks are operational, except Wedgewood (Station 30), which requires further investigation for potential line damage.
- Ryan Gwyn, a local Zephyrhills resident, was confirmed as Pasco County Fire Chief.
- Cameron Stewart, a former city sanitation employee, tragically passed away in a motorcycle accident. A service will be held on Sunday at Hodge's Funeral Home.

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

Steven Spina - Asked if the City paid for the RFQ for the theatre. CRA Director Gail Hamilton said that Mainstreet Zephyrhills paid for it but the City helped prepare it. City Manager said that the Purchasing Officer helped post the RFQ on bid net to get a larger response pool.

Charles Proctor - Thanked the Mayor for bringing back the Mayor's Youth Council. He also thanked the City Manager for moving the City through a major disaster.

Jodi Wilkeson - Thanked the City Manager for his hard work and being aware of the recovery status throughout the City. Zephyrhills recovery response time was better than other cities and smaller communities.

Lance Smith - Echoed his thanks to the City Manager for his work and keeping Council informed. Mr. Smith thanked Staff for working around the clock and was proud that they could get overtime pay for the people that deserved it. He reminded the public about the See-Click-Fix app and how it keeps Staff informed.

Kenneth Burgess - Thank Staff for their hard work and managing recovery efforts along with regular work responsibilities. Burgess mentioned the rideshare company Freebee wants to do a presentation for Council. City Manager Poe said it can be added to the November 25th meeting.

5. NOTED ITEMS

- 5.1 Right of Way Dedication
14th Avenue by West Zephyrhills Elementary
- 5.2 Work Order No. 24-166 - Kimley-Horn and Associates, Inc., for design and engineering of Depot Museum Parking Lot for paving

ADJOURN 8:17 p.m.

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.8

Approval of City Council Meeting Minutes - November 25, 2024

Issue:

The City of Zephyrhills City Council held a regular meeting on November 25, 2024.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M11-25-2024

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

Regular City Council Meeting

A Regular Council Meeting was held on November 25, 2024 at 6:00 p.m. in the Council Chambers of City Hall and Via GoToMeeting (872) 240-32123 - Access Code: 842-242-597. Council President Kenneth M. Burgess Jr. called the meeting to order at 6:04 p.m. Roll call was taken. Present were members Kenneth M. Burgess Jr., Charles Proctor, Jodi Wilkeson, Lance Smith, Steven F. Spina, PhD. and Mayor Melonie Bahr Monson. City Manager William Poe was also present and City Attorney Matthew Maggard attended virtually.

Staff present: Public Works Director Shane LeBlanc, Utilities Director John Bostic III, Planning Director Todd Vande Berg, Airport Manager Nathan Coleman, Building Official Bill Burgess, CRA Director Gail Hamilton, IT Director Mike Panak, Public Information Officer Kevin Weiss, Finance Director Ted Beason, Principal Planner Rodney Corriveau, GIS Community Planner Tommy-Lee Hunt and Acting City Clerk Ricardo Quiñones.

The Invocation was led by Pastor Kendall Ford.

The Pledge of Allegiance followed.

CITIZEN COMMENTS

1. Cliff McDuffie - 6130 17th Street - spoke from the floor.

Former Mayor McDuffie thanked Council for the time to speak. Mr. McDuffie raised concerns about traffic accidents at the intersection of 12th Street and North Avenue, urging Council to consider a four-way stop or barriers for safety.

Kenneth Burgess expressed condolences to Mayor McDuffie. City Manager Poe said a traffic engineer would need to review and design solutions for the intersection.

Steven Spina agreed it needs to be reviewed. Council agreed other hot spots should also be reviewed.

2. Charlene Tidd - 6042 Jane Lane - spoke from the floor.

Mrs. Tidd shared concerns about flooding in her neighborhood adjacent to the YMCA property, exacerbated by elevated nearby developments. She requested City and County advocacy to ensure compliance with elevation and drainage regulations.

City Manager Poe said Lance Smith reached out to County and the City has reached out to our consultants to assess and review the development plans. City and County will have conversation related to this neighborhood. Mrs. Tidd asked, what she (and neighbors) should do. Mr. Smith said he may have a reliable contact with the County

3. Rick Hillman - 39142 Sabal Ave. - abstained

4. Vicki Wiggins - 8550 5th Ave - Chamber of Commerce -

Mrs. Wiggins invited Council to upcoming Chamber Day event Dec. 12th. She also reminded Council that the Economic Summit is Dec. 11th.

5. Rodney Alalia - 7422 16th street - spoke from the floor.

Mr. Alalia asked if barriers could be used barriers to protect properties near the lodge on 12th Street if a 4-way stop is not viable.

1. MAYOR

*****Item 1.2 was moved to the first Mayor item.*****

1 .2 Retirement of Canine Bolt

Chief Derek Brewer celebrated K9 Officer Bolt's remarkable career, including over 1,100 deployments, 473 arrests, and the seizure of nearly \$1 million in illegal narcotics.

Officer Lorenzo Limoges shared his gratitude for Bolt's partnership and thanked colleagues and mentors who supported their work. Bolt's retirement follows a life-saving surgery funded by a generous donor.

Officer Limoges gave a special thank you to Johnny Rucks for the training and encouragement. Johnny Rucks shared a story of when Officer Limoges and Bolt started, the smallest guy got the biggest dog.

Mayor Monson gave words of encouragement, thanking Limoges for being a quality officer.

1.1 Freebee Presentation

Claudia Miro, VP of Freebee -371 NE 61st Street, Miami FL – presented from the floor. Mrs. Miro introduced Freebee, a microtransit solution providing free, on-demand, door-to-door transportation using electric vehicles.

Council discussed potential applications in Zephyrhills, particularly for seniors and areas with limited public transit options.

Steven Spina asked if the City pays, who determines the number of vehicles.

Mrs. Miro said that Freebee will do the analysis but the City can adjust based on desired level of service.

2. CONSENT ITEMS

- 2.1 Approval of August 12, 2024 Workshop Minutes
- 2.2 Approval of August 12, 2024 Regular Meeting Minutes
- 2.3 Purchase of 4 new vehicles for the Water Division
- 2.4 Front Load Commercial Truck Purchase - Public Works
- 2.5 Approval to purchase seven patrol vehicles - Police Department
- 2.6 Canine Transfer of Ownership
- 2.7 Dias Change Order

Steven Spina motioned to approve consent items as presented. Seconded by Jodi Wilkeson. Motion passed unanimously.

3. CITY MANAGER'S REPORT

3.1 Generator Purchase for the Police Department

City Manager Poe said ZPD needs to purchase a new generator for \$11,300, funded through Police Impact Fees, to replace the current 21-year-old generator..

Steven Spina motioned to approve consent items as presented. Seconded by Lance Smith. Motion passed unanimously.

3.2 Request to move the March 24, 2025 council meeting to March 31st, 2025 - Legislative Action Days

Lance Smith motioned to approve consent items as presented. Seconded by Steven Spina. Motion passed unanimously.

MAYOR ANNOUNCEMENTS - NONE

CITY MANAGER ANNOUNCEMENTS - NONE

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

Steven Spina - Complimented Chief Brewer for the detailed and impactful presentation on K9 Bolt's contributions to the community.

Charles Proctor - NONE

Jodi Wilkeson - NONE

Lance Smith - Acknowledged former Councilman Clyde Bracknell's and former Mayor Cliff McDuffie's attendance and encouraged storm recovery planning.

Kenneth Burgess - NONE

4. NOTED ITEMS

4.1 Kimiey-Horn Work Order No. 24-165 Engineering and design for GoPasco bus stops.

ADJOURN 7:00 p.m. - followed by the annual Christmas tree lighting ceremony.

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.9

Approval of City Council Meeting Minutes - December 09, 2024

Issue:

The City of Zephyrhills City Council held a regular meeting on December 09, 2024.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M12-09-2024

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

Regular City Council Meeting

A Regular Council Meeting was held on December 09, 2024 at 6:00 p.m. in the Council Chambers of City Hall and Via GoToMeeting (646) 749-3122 - Access Code: 633-736-037. Council President Kenneth M. Burgess Jr. called the meeting to order at 6:00 p.m. Roll call was taken. Present were members Kenneth M. Burgess Jr., Charles Proctor, Jodi Wilkeson, Steven F. Spina, PhD. and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were also present. Lance Smith was absent.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, IT Director Mike Panak, Public Information Officer Kevin Weiss, Building Official Bill Burgess, Deputy Building Official Calvin Switzer, Principal Planner Rodney Corriveau, GIS Community Planner Tommy-Lee Hunt and Acting City Clerk Ricardo Quiñones.

The Invocation was led by Pastor Darius of New Walk Church.

The Pledge of Allegiance followed.

CITIZEN COMMENTS

Nick Walton – 2431 Mirror Lane, Welsey Chapel – spoke from the floor.

Mr. Walton thanked the city for supporting programs for East Pasco schools, including initiatives at Woodland and West Zephyrhills Elementary Schools. Mr. Walton presented a plaque to the city in appreciation.

Pastor Fran Stubbs – 6440 12th Street, Zephyrhills – spoke from the floor.

Pastor Stubbs announced her church's plans to take over the Helping Hearts Cafe feeding program starting January 2025. Pastor Stubbs shared goals to expand services to families, including food assistance and educational opportunities, and expressed a desire for city collaboration.

Discussion followed with Pastor Stubbs confirming she is maintaining community relationships established by Healing Hearts Café. The organization can be reached at (813) 355-3066, Mon.-Fri. 8am-5pm.

Dr. Randy Stovall - spoke representing the Chamber of Commerce.

Dr. Stovall reminded the council of the rescheduled Economic Summit on December 11, 2024, focusing on transportation and local development.

Mayor Monson added that the ribbon cutting ceremony for the new 2 minutes restaurant is Thursday December 12, 2024 and Council has been asked to attend.

1. MAYOR

1.1 Proclamation - Joshua Borders, Pasco County District Principal of the Year.

Mayor Monson read a proclamation to honor Borders' dedication to students, staff, and the community, highlighting his achievement as the 2024 Principal of the Year.

2. CONSENT ITEMS

2.1 Approval of August 26, 2024 Budget Workshop Minutes

2.2 Public Works - Dump Truck Purchase

- 2.3 Police - Purchase of Two Administrative Vehicles
- 2.4 MOU - Pasco County Unmanned Systems Task Force Agreement
- 2.5 Approval of Agreement # 24-22-01B
Second Amendment to Grant # LPQ0029 - South 301 Wastewater Redevelopment

Jodi Wilkeson motioned to approve consent items 2.1 through 2.5. Seconded by Steven Spina. Motion passed unanimously.

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 COMP PLAN Update - Transportation Element
Second Reading **Ordinance No. 1497-24. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA (THE "CITY"), RELATING TO THE COMPREHENSIVE PLAN (THE "PLAN") IN ACCORDANCE WITH CHAPTER 163, PART 11, FLORIDA STATUTES; REPEALING AND REPLACING THE PLAN'S TRANSPORTATION ELEMENT; PROVIDING AUTHORITY; PROVIDING PURPOSE AND INTENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO CERTAIN ELEMENTS OF THE COMPREHENSIVE PLAN; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR NON-SUBSTANTIVE MODIFICATIONS THAT MAY ARISE AT PUBLIC HEARING OR CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
”

City Attorney Matthew Maggard read Ordinance 1497-24 by title.

Council President opened a public hearing.

Planning Director Todd Vande Berg explained Transportation Element was updated to reflect multimodal improvements and community input. Mr. Vande Berg emphasized integrating citizen feedback and state funding for future projects.

Discussion followed including road configurations, bypass loops, and long-term impacts on local traffic and businesses.

Council President closed the public hearing.

Jodi Wilkeson motioned to approve Ordinance No. 1497-24 on the Second Reading. Seconded by Steven Spina. Motion passed unanimously.

4. PLANNING DIRECTOR'S REPORT

Both items 4.1 and 4.2 were presented and discussed together

- 4.1 CU0010-24 Wire Ranch Hotel Conditional Use: Conditional use petition was submitted to request a higher maximum building height (4 stories - 60 feet) and the proposed hotel use is allowed by a conditional use in C-1 zoning. Located northeast intersection of Gall Blvd and Poncan Cir. Parcel #26-25-21-0000-00700-0000. Size of the property; 8.5 acres.
- 4.2 FLU0005-24 Wire Ranch Hotel FLU (~~future land use~~) & Rezoning; The purpose is to change the current land use for a hotel use Rezone from R-4 (Multi-Family Residential) to C-1 (Neighborhood Commercial) and change FLU from RU (Residential Urban) to

MU (Mixed Use). Property. Located off Gall Blvd and Poncan Cir. Parcel# 26-25-210000-00700-0000.

Update: the original petition included a future land use amendment from RU to MIJ. Staff and the applicant discussed leaving the future land use as RU as this category allows the requested C1 zoning. (Copy from the applicant's representative confirming a request to eliminate the future land use change is attached)

Planning Director Todd Vande Berg presented the planning report for the Conditional use petition for a four-story hotel and rezoning to C1 (Neighborhood Commercial) was reviewed. Mr. Vande Berg said that the applicant agreed to add the condition of a restaurant space and it. Concerns raised over compatibility with surrounding areas, height precedence, and drainage impacts. Planning Commission recommended approval; Staff recommended denial.

****Phyllis Purvis - 8618 Gall Boulevard – spoke from the floor.**

Mrs. Purvis expressed frustration that she cannot sell her land due to how it is zoned. She believes that this area should be commercial and across the highway is zoned commercial with the County. She suggested how the City can resolve design challenges.

****David Waronker - the applicant – spoke virtually.**

Mr. Waronker shared that he was advised to follow the vision and has been waiting for Council to provide directions for several years. Mr. Waronker has paid the water capacity fee and wants to provide a quality product to improve the area. Mr. Waronker asked Council not to restart the visioning process over again.

****Len Johnson – representative to the applicant – spoke virtually.**

Mr. Johnson said the city does not need a low-quality hotel. He restated that the applicant has agreed to add conditions to include a restaurant and conference space and added that there is no property to not be compatible with in that space.

Council expressed reservations and emphasized the need for a visioning process before moving forward.

4.3 Request to set date for visioning session/workshop

Mr. Vande Berg presented topics addressing undeveloped areas and guiding growth in alignment with community needs and infrastructure capacity.

Discussion followed with Council agreeing that a decision should be made on this property.

Council agreed to set a North 301 visioning session for January 13, 2024 at 6:00 p.m. where a decision can be made for the area that includes the properties discussed in items 4.1 and 4.2.

5. CITY MANAGER'S REPORT

5.1 Lobby Wall Sign – Update

Public Information Officer Kevin Weiss gave an update after Council recommendations. Jodi Wilkeson suggested having a cardboard mock done to get a better understanding of size of the sign.

CITY MANAGER ANNOUNCEMENTS

City Manager Poe reported:

-a partial lease payment from Tina & Joe's for 2023 was received, with the remaining balance expected by month's end.

- APS Asphalt Paving Systems assisted with street sweeping after the Christmas parade, which left downtown particularly messy. The event received positive feedback, including a visitor comparing it to a holiday movie.
- An upcoming FAA meeting on December 19 at Skydive City will address grant-related requirements and accommodate both city and Skydive City needs.
- 2025 appropriations requests are needed for the upcoming legislative delegation meeting on January 7, 2025.

Council discussed focusing requests on stormwater projects, such as Zephyr Park improvements. Additional priorities, including airport-related projects like T-hangars, were identified.

MAYOR ANNOUNCEMENTS

Mayor Monson expressed gratitude to Public Works for assistance in distributing food to 14 local pantries, totaling 33,707 pounds. The effort was part of a humanitarian initiative to support the community following the hurricane. She also praised the success of the city parade and noted the Citizen of the Month event scheduled for December 18 at Chick-fil-A, requesting council participation.

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

Jodi Wilkeson – Thanked volunteers, participants and Staff for a successful Tree Lighting event. Thanked Public Works and ZPD for a great job at making the Christmas Parade work. She expressed a need for more coordination for Founders Day.

Charles Proctor – Said that this is the last meeting of the year and expressed to all present a Merry Christmas and Happy New Year.

Steven Spina – Thanked Staff for their work during Hurricane Milton recovery. Thanked Mainstreet Zephyrhills for the great event. He also suggested that an engineer look at the 12th Street Corner.

City Manager Poe gave a brief update to include: an upcoming meeting with consultants to review intersection, work being done at Krusen Field, work on fence at dog park to start this week.

Kenneth Burgess - Thanked Staff for great work.

6. NOTED ITEMS

ADJOURN 8:33 p.m.

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.10

Approval of CHIPZ Inc Grant Money
Agreement 24-25-01

Issue:

Financial Assistance for Organizational Expenses

Background:

CHIPZ (Community Hope Intervention Project of Zephyrhills) evolved from a meeting between Ms. Beth Aker, the Executive Director of East Pasco Meals on Wheels, Inc., and Chief Derek Brewer of the Zephyrhills Police Department. The discussion focused on resource deficiencies in Zephyrhills for the most vulnerable population. They agreed to advocate together for significant improvements in identifying and meeting the crucial needs in our community. For over two years, like-minded community stakeholders have met monthly to identify service gaps and explore ideas for community improvement. The organization (including local pastors, representatives from other non-profits, and healthcare providers) has expanded to over fifty active supporters and has gathered data to demonstrate a solid pathway and commitment to nurturing a healthy, safe community. The committed core group became a non-profit 501(c)3 organization in January 2023, guided by an experienced Licensed Clinical Social Worker. The organization's shared ambitions to provide needed community resources initiated the project, but many committed volunteers have made it happen. Partnerships have all been instrumental in the foundation of CHIPZ, but it has evolved into a community-driven program prepared to meet crucial needs in Zephyrhills and neighboring areas. The grant money will be utilized for operational expenses such as employee salaries, homeless prevention services (rent assistance, utilities, reunification, etc.), and grant match funding.

Attachment(s):

1. 24-24-07 GRANT AGREEMENT - CHIPZ INC_2025 (30625727v1)(31940972.1)

Fiscal Impact:

\$30,000

Staff Recommendation:

**GRANT AGREEMENT BETWEEN
THE CITY OF ZEPHYRHILLS AND CHIPZ, INC.**

THIS AGREEMENT made and entered into this 13th day of January, 2025, by and between **City of Zephyrhills, a Florida municipal corporation** with a mailing address of **5335 8th St., Zephyrhills, FL 33542** (hereinafter “City”), and **CHIPZ INC.**, with a mailing address of **38120 15th Ave, Zephyrhills, Florida 33542**, which is within the city limits of the City of Zephyrhills, in the State of Florida, (hereinafter “Grantee”).

W I T N E S S E T H:

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

WHEREAS, the Grantee has requested the City provide grant monies in the amount of Thirty Thousand and 00/100s Dollars (\$30,000.00) to assist in furthering its mission; and

WHEREAS, all Grant monies under this Program shall be expended solely for the benefit of the citizens of Zephyrhills, specifically as outlined in this Agreement; and

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

1. **RECITALS**: The above WHEREAS clauses are true and correct and are hereby incorporated into this Agreement by reference.

2. **GRANT**: City hereby awards Grantee a new Grant in the amount of Thirty Thousand Dollars and 00/100 (\$30,000.00). City shall distribute the funds under this Grant Agreement within forty-five (45) days of the execution of this Agreement.

3. **CONDITIONS**:

- a. Grantee shall use funds for purposes of furthering its mission to serve as a clearinghouse and centralized connection point for all services and aid available to assist and relieve the distress of the poor, underprivileged, mentally ill, and substance addicted residents of the community.
 - b. Grantee may use the funds to assist with its homelessness initiatives; hire a community liaison/grant writer/resource coordinator and to provide wrap around resources; the providing of financial services, rapid re-housing and housing initiatives, for those in need.
 - c. The following are non-allowable expenditures: lobbying or attempting to influence federal, state, or local legislation; private entertainment, food, beverages, bad debts, contingencies, fines and penalties, interest, or other financial costs, contributions and/or donations.
4. **TERM**: This grant is a one-time grant which is to be used or allocated for expenditures directly associated with the services provided as referenced above.
5. **APPLICABLE LAWS**: The Grantee must comply with all applicable laws, ordinances, and codes and shall, at its own expense, be responsible for all other fees or charges associated with the performance of the project or any other activities under this Agreement.
6. **INDEMNIFICATION**: The Grantee shall indemnify and hold the City harmless, including its elected and appointed officials, agents, contractors and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs, and attorney's fees on appeals rising out of or resulting from the carrying out of this Agreement, arising out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement, except if due to a negligent act of the City.

7. **AUDIT**: For a period of up to seven (7) years, after the end of the fiscal year in which the Grant is awarded or termination of this Agreement, to City shall have the right to review and audit any and all financial records or any other records having to do with this Agreement, at any time. Grantee agrees to cooperate fully on any review or audit conducted by City.

8. **REPAYMENT PROVISION**: The Grantee shall immediately pay back the grant funds provided herein if, at any time, the Grantee is determined to be in breach of contract as outlined herein.

9. **BREACH OF CONTRACT**: The City shall have the sole discretion to determine that Grantee has breached this Agreement. A breach shall include, but not be limited to, failure to utilize the funds as directed within this Agreement and failure to allow the City to audit the financial records of the Grantee. If the Grantee is found to be in breach of contract pursuant to this paragraph, Grantee shall be precluded the Grantee from applying for any further grants from the City.

10. **GRANTEE AS INDEPENDENT CONTRACTOR(S)**: It is agreed between the parties that the Grantee is a third party not-for-profit entity and independent contractor and is not an employee or agent of the City.

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

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

**CHIPZ INC.
38120 15TH AVE.
ZEPHYRHILLS, FL 33542**

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

**CITY OF ZEPHYRHILLS
CITY MANAGER
5335 8th STREET
ZEPHYRHILLS, FL 33542**

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

14. **GOVERNING LAW AND VENUE**: This Agreement will be governed by and construed in accordance with the laws of State of Florida, and venue shall be Dade City, Pasco County, Florida.

IN WITNESS WHEREOF, the City and Grantee have executed this Agreement on this 13th day of January 2025.

ATTEST:

CITY OF ZEPHYRHILLS

Ricardo Quinones, City Clerk

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

[The remainder of this page is intentionally left blank.]

Witnesses:

CHIPZ INC.

Signature

By: _____

Derek Brewer, President

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

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

WITNESS my hand and official seal this _____ day of _____, 2025.

Notary Public

Print Name: _____

My Commission Expires: _____

CONSENT ITEMS 1.11

Approval of 2nd Amendment to the piggyback agreement with Vortex Agreement 41-23-06B

Issue:

Gravity sewer line cleaning and rehabilitation, and other potential services.

Background:

The Sewer Division of the Utilities Department has been rehabbing their gravity sewer lines for 5 or more years. The Division plans are to continue this practice until all the older gravity sewer lines are lined. This will take a few more years at least.

Doing this rehab eliminates the potential for groundwater to infiltrate into our lines, which adds unnecessary work on our sewer system and the WWTP. The process repairs leaking, cracking, or even partial breaks within the lines.

Attachment(s):

1. Amended Agreement to Piggyback - City of Zephyrhills(30942131.1)
2. Exhibit A-1(30942133.1)
3. Exhibit A-2(30942132.1)
4. Exhibit A-3(30942134.1)
5. Exhibit A-4(30942135.1)
6. Exhibit B(30942125.1)
7. Exhibit C(30942128.1)

Fiscal Impact:

This work is budgeted annually, and this year is no different.

There is approximately \$750,000 designated for this work in the current budget.

Staff Recommendation:

It is the recommendation of the staff to the City Council to approve this item as presented.

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

WHEREAS, **Vortex Services, LLC.**, 5910 Hartford St., Tampa, FL 33619 (“Contractor”) entered into an agreement on June 14, 2018, which was amended three times with the **H-GAC**, a political subdivision of the State of Texas, for Trenchless Pipeline Rehabilitation Services procured in compliance with F.S. §287.057, (the “Agreement”). Said agreement together with Amendments 1, 2, and 3 are attached hereto as composite Exhibit “A” and made apart hereof by reference.

WHEREAS, the City of Zephyrhills, a Florida municipal corporation, 5335 8th St. Zephyrhills, FL 33542 (“City”) entered into an Agreement to Piggyback dated February 27, 2023. Said Agreement to Piggyback is attached hereto as Exhibit “B” and made apart hereof by reference (“Piggyback Agreement”); and

WHEREAS, Vortex Services, LLC., 5910 Hartford St., Tampa, FL 33619 (“Contractor”) entered into a fourth amendment on May 7, 2024 (4th Amendment), extending the terms of the Agreement through June 30, 2025. The 4th Amendment is attached hereto as Exhibit “C” and by reference made apart hereof.

WHEREAS, the City desires to Amend the Piggyback Agreement to reflect and approve the extension to the Agreement adopted in the 4th Amendment.

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 and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current Agreement term as amended by the 4th Amendment, that expires on June 30, 2025, as agreed to by H-GAC, a political subdivision of the State of Texas and the Contractor.
4. The City and Contractor agree that all other terms and conditions of the Piggyback Agreement shall remain in full force and affect.

Vortex Services, LLC

City of Zephyrhills

Signature	Date
-----------	------

Kenneth M. Burgess, Jr. Council President	Date
--	------

Name and Title

ATTEST

Ricardo Quinones	Date
City Clerk	

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - VacVision Environmental, LLC - Public Services - 18-00380

18-00380

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, **Contractor** shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to H-GAC and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER's** payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the **END USER** at the time an **END USER** purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - VacVision Environmental, LLC - Public Services - 18-00380
18-00380

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and VacVision Environmental, LLC, hereinafter referred to as the Contractor, having its principal place of business at 10200 U.S. Highway 92 East, Tampa, FL 33610.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

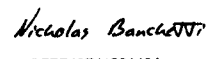
ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

VacVision Environmental, LLC

Signature 
B7EF48F41231484...

Name Nicholas Banchetti

Title COO

Date 6/14/2018

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/13/2018

Attachment A
VacVision Environmental, LLC
Trenchless Pipeline Rehabilitation Services
Contract No.: TP07-18

Item #	Unit	Pay Item Description	Price
A. Clean/TV and Evaluation for Gravity Pipelines			
A1	LF	Sewer Main Television Inspection (8" through 15" Diameter)	4.00
A2	LF	Sewer Main Television Inspection (18" through 24" Diameter)	6.00
A3	LF	Sewer Main Television Inspection (27" through 36" Diameter)	8.00
A4	LF	Sewer Main Television Inspection (42" through 48" Diameter)	12.00
A5	LF	Sewer Main Television Inspection (54" through 60" Diameter)	14.00
A6	LF	Sewer Main Television Inspection (66" through 72" Diameter)	22.00
A7	LF	Sewer Main Television Inspection (78" through 90" Diameter)	35.00
A8	LF	Sewer Main Television Inspection (96" through 108" Diameter)	40.00
A9	LF	Sewer Main Cleaning - Normal (8" through 15" Diameter)	4.00
A10	LF	Sewer Main Cleaning - Normal (18" through 24" Diameter)	6.00
A11	LF	Sewer Main Cleaning - Normal (27" through 36" Diameter)	8.00
A12	LF	Sewer Main Cleaning - Normal (42" through 48" Diameter)	12.00
A13	LF	Sewer Main Cleaning - Normal (54" through 60" Diameter)	14.00
A14	LF	Sewer Main Cleaning - Normal (66" through 72" Diameter)	22.00
A15	LF	Sewer Main Cleaning - Normal (78" through 90" Diameter)	35.00
A16	LF	Sewer Main Cleaning - Normal (96" through 108" Diameter)	40.00
A17	LF	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	6.00
A18	LF	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	8.00
A19	LF	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	25.00
A20	LF	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	35.00
A21	LF	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	38.00
A22	LF	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	55.00
A23	LF	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	80.00
A24	LF	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	110.00
A25	LF	6" Clean and TV storm sewer	5.52
A26	LF	8" Clean and TV storm sewer	5.52
A27	LF	10" Clean and TV storm sewer	6.90
A28	LF	12" Clean and TV storm sewer	6.90
A29	LF	15" Clean and TV storm sewer	9.66
A30	LF	18" Clean and TV storm sewer	13.80
A31	LF	21" Clean and TV storm sewer	16.56
A32	LF	24" Clean and TV storm sewer	19.32
A33	LF	27" Clean and TV storm sewer	20.70
A34	LF	30" Clean and TV storm sewer	27.60
A35	LF	33" Clean and TV storm sewer	34.50
A36	LF	36" Clean and TV storm sewer	41.40
A37	LF	42" Clean and TV storm sewer	55.20
A38	LF	48" Clean and TV storm sewer	69.00
A39	LF	54" Clean and TV storm sewer	82.80
A40	LF	60" Clean and TV storm sewer	100.00
A41	LF	66" Clean and TV storm sewer	115.00
A42	LF	72" Clean and TV storm sewer	130.00
A43	LF	78" Clean and TV storm sewer	145.00
A44	LF	84" Clean and TV storm sewer	160.00
A45	LF	90" Clean and TV storm sewer	175.00
A46	LF	96" Clean and TV storm sewer	190.00
A47	LF	102" Clean and TV storm sewer	205.00
A48	LF	108" Clean and TV storm sewer	220.00
A49	LF	114" Clean and TV storm sewer	235.00
A50	LF	Greater than 114" Clean and TV storm sewer	250.00
A51	LF	6" - 12" Post TV Inspection After Rehabilitation	5.00
A52	LF	14" - 20" Post TV Inspection After Rehabilitation	5.00
A53	LF	21" - 36" Post TV Inspection After Rehabilitation	9.00
A54	LF	37" - 42" Post TV Inspection After Rehabilitation	12.00
A55	LF	43" - 48" Post TV Inspection After Rehabilitation	22.00
A56	LF	49" - 54" Post TV Inspection After Rehabilitation	32.00
A57	LF	55" - 60" Post TV Inspection After Rehabilitation	42.00
A58	LF	61" - 72" Post TV Inspection After Rehabilitation	52.00
A59	LF	73" or Larger Post TV Inspection After Rehabilitation	62.00
A60	EA	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	4312.00
A61	HR	Major Lift Station Cleaning - Additional Hours	1078.00
A62	EA	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	1150.00
A63	HR	Minor Lift Station Cleaning - Additional Hours	287.50
A64	HR	Vactor Truck Services	500.00
A65	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	90.00
A66	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	350.00
A67	EA	Re-setup for TV Due to Point Repairs or Obstructions	300.00
A68	LF	Mechanical Root removal	8.00
A69	LF	Grease removal	3.22
A70	EA	Other Remote Obstruction removal (max. 5 lf)	690.00
A71	LF	Smoke Testing	1.84
A72	EA	Manhole/Cleanout & Sewer Line Visual Inspection	184.00

A73	EA	GPS Survey of Manholes & Cleanouts	400.00
A74	EA	Heavy Debris Removal - MAN ENTRY	250.00
A75	EA	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	500.00
A76	LF	Heavy Debris Removal - REMOTE ENTRY	1000.00
A77	EA	Dyed Water Flooding/Leak Quantification & Evaluation	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines			
B1	LF	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	405.00
B2	LF	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	430.00
B3	LF	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	460.00
B4	LF	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B5	LF	60" STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	678.00
B6	LF	66" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B7	LF	72" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
B8	LF	78" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B9	LF	84" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1075.00
B10	LF	90" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B11	LF	96" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B12	LF	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B13	LF	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B14	LF	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B15	SF	NON ROUND SEWER PIPE	55.00
B16	LF	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	405.00
B17	LF	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	430.00
B18	LF	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	460.00
B19	LF	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B20	LF	60" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	678.00
B21	LF	66" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B22	LF	72" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
B23	LF	78" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B24	LF	84" SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	1075.00
B25	LF	90" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B26	LF	96" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B27	LF	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B28	LF	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B29	LF	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B30	SF	EACH ADDITIONAL .5" Thickness	15.00
B31	SF(of WWF)	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	15.00
B32	LF(of Rebar)	REINFORCEMENT WITH REBAR- #3	10.00
B33	LF(of Rebar)	REINFORCEMENT WITH REBAR- #4	20.00
B34	LF(of Rebar)	REINFORCEMENT WITH REBAR- #8	40.00
B35	GALLON	INFILTRATION CONTROL- CHEMICAL GROUT	100.00
B36	PAIL	INFILTRATION CONTROL- QUAD-PLUG	50.00
B37	CF	REBUILD INVERT	75.00
B38	LF	JOINT PREPARATION	20.00
B39	SF	ANTIMICROBIAL APPLICATION	5.00
B40	CY	CHANNEL EXCAVATION	50.00
B41	CY	DEBRIS REMOVAL	65.00
B42	AC	CLEARING AND GRUBBING	4500.00
B43	EACH	TREE REMOVAL (6" – 12")	1500.00
B44	EACH	TREE REMOVAL (13" – 23")	3000.00
B45	EACH	TREE REMOVAL (> 24")	5000.00
B46	EACH	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	1200.00
B47	EACH	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines			
C1	LF	6" x 4.5mm STEAM / WATER CURE	36.80
C2	LF	8" x 6.0mm STEAM WATER CURE	34.96
C3	LF	10" x 6.0mm STEAM /WATER CURE	38.64
C4	LF	12" x 6.0mm STEAM /WATER CURE	53.36
C5	LF	15" x 7.5mm STEAM /WATER CURE	64.40
C6	LF	18" x 9.0mm STEAM/WATER CURE	78.20
C7	LF	21" x 9.0mm STEAM/WATER CURE	105.80
C8	LF	24" x 10.5mm STEAM/WATER CURE	128.80
C9	LF	27" x 10.5mm STEAM /WATER CURE	147.20
C10	LF	30" x 12.0mm STEAM /WATER CURE	174.80
C11	LF	33" x 12.0mm STEAM /WATER CURE	207.00
C12	LF	36" x 12.0mm STEAM /WATER CURE	230.00
C13	LF	42" x 13.5mm STEAM/WATER CURE	257.60
C14	LF	48" x 15.0mm STEAM /WATER CURE	432.40
C15	LF	54" x 18.0mm STEAM/WATER CURE	552.00
C16	LF	60" x 22.5mm STEAM /WATER CURE	650.00
C17	LF	6" & 8" Additional 1.5mm	0.92
C18	LF	10" & 12" Additional 1.5mm	4.60
C19	LF	15" & 18" Additional 1.5mm	13.80
C20	LF	21" & 24" Additional 1.5mm	23.00
C21	LF	27" Additional 1.5mm	27.60
C22	LF	30" Additional 1.5mm	32.20
C23	EA	33" Additional 1.5mm	36.80
C24	EA	36" Additional 1.5mm	41.40

C25	EA	42" Additional 1.5mm	46.00
C26	EA	48" Additional 1.5mm	55.20
C27	EA	54" Additional 1.5mm	64.40
C28	EA	60" Additional 1.5mm	75.00
C29	EA	Internal reconnects on Cured-in-place pipe	276.00
C30	LF	6" & 8" Additional .7mm	4.00
C31	LF	10" & 12" Additional .7mm	7.00
C32	LF	15" Additional .7mm	9.00
C33	LF	18" Additional .7mm	10.00
C34	LF	21" Additional .7mm	12.00
C35	LF	24" Additional .7mm	14.00
C36	LF	27" Additional .7mm	15.00
C37	LF	30" Additional .7mm	17.00
C38	LF	33" Additional .7mm	18.00
C39	LF	36" Additional .7mm	20.00
C40	LF	42" Additional .7mm	29.00
C41	LF	48" Additional .7mm	42.00
C42	LF	6"-12" CIPP Set-up Charge	7.00
C43	LF	15"-18" CIPP Set-up Charge	12.00
C44	LF	21"-24" CIPP Set-up Charge	18.00
C45	LF	27"-36" CIPP Set-up Charge	24.00
C46	LF	42"-48" CIPP Set-up Charge	24.00
C47	LF	6" - 12" CIPP Additional Charge Per Install Length (>200')	36.00
C48	LF	15" - 18" CIPP Additional Charge Per Install Length (>200')	42.00
C49	LF	21" - 24" CIPP Additional Charge Per Install Length (>200')	42.00
C50	LF	27" - 36" CIPP Additional Charge Per Install Length (>200')	48.00
C51	LF	42" - 48" CIPP Additional Charge Per Install Length (>200')	54.00
C52	LF	6" to 12" Backyard Easement Additional Set-up Per Install Length	5.00
C53	LF	15" to 24" Backyard Easement Additional Set-up Per Install Length	10.00
C54	LF	27" to 48" Backyard Easement Additional Set-up Per Install Length	15.00
C55	EA	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C56	EA	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C57	EA	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C58	EA	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C59	EA	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C60	EA	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C61	LF	4"-6" Installation and cure of lateral liner from surface clean out to main	5980.00
C62	EA	4"-6" Set-up for installations of <20 each total	4600.00
C63	EA	4"-6" Set-up for installations of 20-50 each total	3220.00
C64	EA	4"-6" Set-up for installations of 51-150 each total	1840.00
C65	EA	6" - 12" CIPP Setup Charge (< 300 LF)	1000.00
C66	EA	15" - 21" CIPP Setup Charge (< 300 LF)	1500.00
C67	EA	24" - 36" CIPP Setup Charge (< 300 LF)	2000.00
C68	EA	36" or Larger CIPP Setup Charge (< 300 LF)	4000.00
C69	EA	Backyard Easement Setup (6" - 10")	2500.00
C70	EA	Backyard Easement Setup (12" - 18")	3500.00
C71	SY	Timber Matting for Large Diameter Setup	75.00

D. Pipe Bursting Rehabilitation for Sewer Lines

D1	LF	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	55.00
D2	LF	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	61.00
D3	LF	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	66.00
D4	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	63.00
D5	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	66.00
D6	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	70.00
D7	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	72.00
D8	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	78.00
D9	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	83.00
D10	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	81.00
D11	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	85.00
D12	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	90.00
D13	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	130.00
D14	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	142.00
D15	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	165.00
D16	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	160.00
D17	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	188.00
D18	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	200.00
D19	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	190.00
D20	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	224.00
D21	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	255.00
D22	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	240.00
D23	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	270.00
D24	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	300.00
D25	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	285.00
D26	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	300.00
D27	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	334.00
D28	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	305.00
D29	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	340.00
D30	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	375.00
D31	EA	8" - 12" Pipeburst Setup Charge (< 300 LF)	3500.00

D32	EA	16" - 22" Pipeburst Setup Charge (< 300 LF)	4000.00
D33	EA	24" or Larger Pipeburst Setup Charge (< 300 LF)	6500.00
E. Pipe Bursting Rehabilitation for Water Lines			
E1	LF	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	65.00
E2	LF	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	80.00
E3	LF	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	95.00
E4	LF	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	115.00
E5	LF	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	135.00
E6	LF	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	165.00
E7	EA	6" Flow Stop	6500.00
E8	EA	8" Flow Stop	7200.00
E9	EA	10" Flow Stop	8800.00
E10	EA	12" Flow Stop	10500.00
E11	EA	3/4" Service Tap, Install on 4"-8" Waterline	1000.00
E12	EA	1" Service Tap, Install on 4"-8" Waterline	1200.00
E13	EA	1.5" Service Tap, Install on 4"-8" Waterline	1450.00
E14	EA	2" Service Tap, Install on 4"-8" Waterline	2000.00
E15	EA	3/4" Service Tap, Install on 10"-12" Waterline	1000.00
E16	EA	1" Service Tap, Install on 10"-12" Waterline	1200.00
E17	EA	1.5" Service Tap, Install on 10"-12" Waterline	1450.00
E18	EA	2" Service Tap, Install on 10"-12" Waterline	2000.00
E19	EA	Install 4"-8" tee, to any size	3600.00
E20	EA	Install 10"-12" tee, to any size	4800.00
E21	EA	Install 4"-8" mechanical joint wet connection, to any size	2750.00
E22	EA	Install 10"-12" wet connection, to any size	6000.00
E23	LF	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	305.00
E24	LF	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	595.00
E25	CY	Annual and void space grouting	200.00
E26	EA	Install 1" Corporation Stop with Valve Box	400.00
E27	EA	Install 2" Corporation Stop with Valve Box	700.00
E28	EA	Install 4" gate valve & box	600.00
E29	EA	Install 6" gate valve & box	800.00
E30	EA	Install 8" gate valve & box	1200.00
E31	EA	Install 12" gate valve & box	2200.00
E32	EA	Install 8"x2" service saddle	900.00
E33	EA	Install 12"x1" service saddle	1200.00
E34	EA	Install 12"x2" service saddle	1300.00
E35	EA	Connect new 1" water line w/existing 1" water line	400.00
E36	EA	Connect new 2" water line w/existing 2" water line	500.00
E37	EA	Connect new 4" water line w/existing 4" water line	600.00
E38	EA	Connect new 6" water line w/existing 6" water line	700.00
E39	EA	Connect new 8" water line w/existing 8" water line	800.00
E40	EA	Connect new 12" water line w/existing 12" water line	1000.00
E41	EA	Install 3/4 inch service connections	525.00
E42	EA	Remove and dispose of existing fire hydrant	500.00
E43	EA	Salvage existing fire hydrant and re-install in new location	3200.00
E44	TON	Repair pavement with cold mix asphalt	150.00
E45	EA	Furnish and install 8" x 6" ductile iron fire hydrant tee	535.00
E46	EA	Furnish and install 6" ductile iron pipe fire hydrant lead piping	625.00
E47	EA	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	4500.00
F. Slip-lining With HDPE or FRP Rehabilitation			
F1	LF	6" HDPE IPS SDR 21 (0'- 8' deep)	46.00
F2	LF	6" HDPE IPS SDR 21 (8'- 12' deep)	50.60
F3	LF	6" HDPE IPS SDR 21 (12'- 16' deep)	55.20
F4	LF	8" HDPE IPS SDR 21 (0'- 8' deep)	46.00
F5	LF	8" HDPE IPS SDR 21 (8'- 12' deep)	50.60
F6	LF	8" HDPE IPS SDR 21 (12'- 16' deep)	55.20
F7	LF	10" HDPE IPS SDR 21 (0'- 8' deep)	50.60
F8	LF	10" HDPE IPS SDR 21 (8'- 12' deep)	55.20
F9	LF	10" HDPE IPS SDR 21 (12'- 16' deep)	59.80
F10	LF	12" HDPE IPS SDR 21 (0'- 8' deep)	59.80
F11	LF	12" HDPE IPS SDR 21 (8'- 12' deep)	64.40
F12	LF	12" HDPE IPS SDR 21 (12'- 16' deep)	69.00
F13	LF	16" HDPE IPS SDR 21 (0'- 8' deep)	69.00
F14	LF	16" HDPE IPS SDR 21 (8'- 12' deep)	78.20
F15	LF	16" HDPE IPS SDR 21 (12'- 16' deep)	92.00
F16	LF	18" HDPE IPS SDR 21 (0'- 8' deep)	82.80
F17	LF	18" HDPE IPS SDR 21 (8'- 12' deep)	92.00
F18	LF	18" HDPE IPS SDR 21 (12'- 16' deep)	110.40
F19	LF	20" HDPE IPS SDR 21 (0'- 8' deep)	110.40
F20	LF	20" HDPE IPS SDR 21 (8'- 12' deep)	119.60
F21	LF	20" HDPE IPS SDR 21 (12'- 16' deep)	133.40
F22	LF	24" HDPE IPS SDR 21 (0'- 8' deep)	128.80
F23	LF	24" HDPE IPS SDR 21 (8'- 12' deep)	138.00
F24	LF	24" HDPE IPS SDR 21 (12'- 16' deep)	151.80
F25	LF	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	253.00
F26	LF	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	276.00
F27	LF	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	322.00

F28	LF	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	368.00
F29	LF	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	506.00
F30	LF	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	552.00
F31	LF	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	736.00
F32	LF	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	920.00
F33	LF	27" Installation of FRP or SRPCP segments <10lf joints	303.60
F34	LF	30" Installation of FRP or SRPCP segments <10lf joints	331.20
F35	LF	36" Installation of FRP or SRPCP segments <10lf joints	386.40
F36	LF	42" Installation of FRP or SRPCP segments <10lf joints	441.60
F37	LF	48" Installation of FRP or SRPCP segments <10lf joints	607.20
F38	LF	54" Installation of FRP or SRPCP segments <10lf joints	662.40
F39	LF	60" Installation of FRP or SRPCP segments <10lf joints	883.20
F40	LF	72" Installation of FRP or SRPCP segments <10lf joints	1104.00
F41	LS	27" Set-up for contiguous installations < 150 lf	920.00
F42	LS	30" Set-up for contiguous installations < 150 lf	1840.00
F43	LS	36" Set-up for contiguous installations < 150 lf	1840.00
F44	LS	42" Set-up for contiguous installations < 150 lf	1840.00
F45	LS	48" Set-up for contiguous installations < 150 lf	1840.00
F46	LS	54" Set-up for contiguous installations < 150 lf	1840.00
F47	LS	60" Set-up for contiguous installations < 150 lf	1840.00
F48	LS	72" Set-up for contiguous installations < 150 lf	1840.00
F49	CUFT	All Sizes Annular space grouting cement slurry base	60.00
F50	LS	All Sizes Set-up for annular space grouting <100 cubic feet	5000.00
F51	LB	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	92.00
G. Manhole and Structure Rehabilitation			
G1	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.	
G2	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	150.00
G3	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	160.00
G4	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	170.00
G5	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	200.00
G6	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	230.00
G7	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	260.00
G8	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	300.00
G9	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	350.00
G10	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	400.00
G11	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	400.00
G12	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	450.00
G13	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	500.00
G14	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	600.00
G15	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	650.00
G16	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	700.00
G17	EA	Rebuild Bench and Invert	1000.00
G18	SQFT	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	80.00
G19	SQFT	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	175.00
G20	SQFT	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	25.00
G21	SQFT	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	145.00
G22	SQFT	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	40.00
G23	SQFT	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	80.00
G24	SQFT	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	175.00
G25	SQFT	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	25.00
G26	SQFT	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	145.00
G27	SQFT	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	40.00
G28	EA	Vacuum Test Manhole (12" mainline or smaller)	400.00
G29	EA	Holiday Test Manhole (Epoxy Only)	400.00
G30	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	35.00
G31	VF	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	400.00
G32	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	80.00
G33	VF	Manhole Rehabilitation - w/1 inch Geopolymer	400.00
G34	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	145.00
G35	EA	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	1800.00
G36	VF	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	400.00
G37	SQFT	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	90.00
G38	SQFT	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	90.00
G39	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	90.00
G40	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	90.00
G41	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	90.00
G42	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	90.00
G43	LS	All Sizes Set-up for install of poured in place MH structure <100 sq ft	1380.00

G44	EA	All Sizes Installation of Manhole Chimney Seal	552.00
G45	EA	New manhole frame and cover-24"	850.00
G46	EA	New manhole frame and cover-32"	1500.00
G47	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	1600.00
G48	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	1920.00
G49	EA	Adjust manhole frame and cover up to 1 Ft	950.00
G50	VF	Adjust manhole frame and cover over 1 Ft	500.00
G51	EACH	Invert Installation, 4' Dia.	1400.00
G52	EACH	Invert Installation, 5' Dia.	1500.00
G53	EACH	Invert Installation, 6' Dia.	1700.00
G54	SF	Invert Installation, Other Configurations	2500.00
H. Excavation and Associated Items.			
H1	EA	6" - 8" Point repair (0'- 8' deep)	4830.00
H2	EA	6" - 8" Point repair (8'- 12' deep)	5520.00
H3	EA	6" - 8" Point repair (12'-16' deep)	10350.00
H4	EA	10" - 12" Point repair (0'- 8' deep)	5060.00
H5	EA	10" - 12" Point repair (8'- 12' deep)	5750.00
H6	EA	10" - 12" Point repair (12'-16' deep)	11500.00
H7	EA	15" - 18" Point repair (0'-8' deep)	6900.00
H8	EA	15" - 18" Point repair (8'-12' deep)	8050.00
H9	EA	15" - 18" Point repair (12'-16' deep)	13800.00
H10	EA	21" - 24" Point repair (0'-8' deep)	13800.00
H11	EA	21" - 24" Point repair (8'-12' deep)	16100.00
H12	EA	21" - 24" Point repair (12'-16' deep)	20700.00
H13	LF	6" - 8" Point repair extra length over 10 linear feet	89.70
H14	LF	10" - 12" Point repair extra length over 10 linear feet	89.70
H15	LF	15" - 18" Point repair extra length over 10 linear feet	138.00
H16	LF	21" - 24" Point repair extra length over 10 linear feet	207.00
H17	EA	Obstruction Removal (0'- 12' deep)	3450.00
H18	EA	Obstruction Removal (12'- 15' deep)	5750.00
H19	EA	External reconnect (0'- 8' deep) up to 5 linear feet	1265.00
H20	EA	External reconnect (8'- 12' deep) up to 5 linear feet	1725.00
H21	EA	External reconnect (12'- 16' deep) up to 5 linear feet	4025.00
H22	EA	External reconnect (16-20' deep) up to 5 linear feet	9775.00
H23	EA	External reconnect (over 20' deep) up to 5 linear feet	14375.00
H24	LF	Extra length service connection over 5 linear feet	127.00
H25	EA	Remove and replace or install cleanout	1840.00
H26	LF	New pipe installation by open cut 6" - 8" (0'- 8' deep)	75.00
H27	LF	New pipe installation by open cut 6" - 8" (8'- 12' deep)	80.00
H28	LF	New pipe installation by open cut 6" - 8" (12'-16' deep)	105.00
H29	LF	New pipe installation by open cut 10" - 12" (0'- 8' deep)	79.00
H30	LF	New pipe installation by open cut 10" - 12" (8'- 12' deep)	86.00
H31	LF	New pipe installation by open cut 10" - 12" (12'-16' deep)	115.00
H32	LF	New pipe installation by open cut 15" - 18" (0'-8' deep)	125.00
H33	LF	New pipe installation by open cut 15" - 18" (8'-12' deep)	145.00
H34	LF	New pipe installation by open cut 15" - 18" (12'-16' deep)	165.00
H35	LF	New pipe installation by open cut 21" - 24" (0'-8' deep)	145.00
H36	LF	New pipe installation by open cut 21" - 24" (8'-12' deep)	165.00
H37	LF	New pipe installation by open cut 21" - 24" (12'-16' deep)	185.00
H38	EA	Mobilization for open cut WO under 200' of pipe	2500.00
H39	EA	Connection to existing manhole for open cut intallation	2000.00
H40	EA	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	3500.00
H41	EA	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	3640.00
H42	EA	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	3780.00
H43	EA	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	4060.00
H44	EA	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	4340.00
H45	EA	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	4760.00
H46	EA	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	5320.00
H47	EA	Access Pit (0'-8' deep)	2875.00
H48	EA	Access Pit (8'-12' deep)	4025.00
H49	EA	Access Pit (12'-16' deep)	7475.00
H50	EA	Access Pit (16'-20' deep)	9775.00
H51	EA	Access Pit (over 20' deep)	15000.00
H52	EA	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	2300.00
H53	EA	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	2875.00
H54	EA	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	4025.00
H55	EA	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	7475.00
H56	LF	Trench safety (0-8' deep)	5.75
H57	LF	Trench safety (8-12' deep)	9.00
H58	LF	Trench safety (12-16' deep)	20.00
H59	LF	Trench safety (16-20' deep)	35.00
H60	LF	Trench safety over 20' deep)	100.00
H61	EA	Install New 4' DIA precast manhole 0' - 6' deep	5980.00
H62	VF	Extra depth 4' DIA precast manhole over 6' deep	633.00
H63	EA	Install New 5' DIA precast manhole 0' - 6' deep	7820.00
H64	VF	Extra depth 5' DIA precast manhole over 6' deep	863.00
H65	EA	Install New 6' DIA precast manhole 0' - 6' deep	11270.00
H66	VF	Extra depth 6' DIA precast manhole over 6' deep	1214.00
H67	EA	Install New 4' DIA fiberglass manhole 0' - 6' deep	6325.00

H68	VF	Extra depth 4' DIA fiberglass manhole over 6' deep	633.00
H69	EA	Install New 5' DIA fiberglass manhole 0' - 6' deep	8050.00
H70	VF	Extra depth 5' DIA fiberglass manhole over 6' deep	914.00
H71	EA	Install New 6' DIA fiberglass manhole 0' - 6' deep	13800.00
H72	VF	Extra depth 6' DIA fiberglass manhole over 6' deep	1214.00
H73	EA	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	14375.00
H74	VF	Extra Depth Type B Structure, greater than 6' depth	863.00
H75	EA	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	14375.00
H76	VF	Extra Depth Type C Structure, greater than 6' depth	863.00
H77	TON	Cement stabilized sand	44.00
H78	TON	Granular backfill/Crushed Rock	41.00
H79	CY	Flowable Fill	167.00
H80	EA	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	8625.00
H81	LF	Extra length dewatering over 20 linear feet	100.00
H82	DAY	Operation Maintain Well Points by the Day	978.00
H83	CY	Extra hand excavation	144.00

I. Horizontal Directional Drilling (HDD)

I1	IN/DIA/LF	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	38.79
I2	IN/DIA/LF	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	38.79
I3	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	45.00
I4	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	46.88
I5	IN/DIA/LF	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	5.63
I6	IN/DIA/LF	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	43.28
I7	IN/DIA/LF	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	43.28
I8	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	48.91
I9	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	59.21
I10	IN/DIA/LF	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	8.13
I11	IN/DIA/LF	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	46.88
I12	IN/DIA/LF	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	46.88
I13	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	50.68
I14	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	70.31
I15	IN/DIA/LF	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	13.75
I16	IN/DIA/LF	15"-18" Installation of pipe clay ground conditions (pipe cost excluded)	160.71
I17	IN/DIA/LF	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	160.71
I18	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	208.34
I19	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	225.00
I20	IN/DIA/LF	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	26.04
I21	IN/DIA/LF	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	187.50
I22	IN/DIA/LF	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded)	187.50
I23	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	255.69
I24	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	312.50
I25	IN/DIA/LF	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	31.96
I26	EA	Access Pit for Directional Drill (0'-8' deep)	1106.25
I27	EA	Access Pit for Directional Drill (8'-12' deep)	1666.25
I28	EA	Access Pit for Directional Drill (12'-16' deep)	2962.50
I29	EA	Access Pit for Directional Drill (16'-20' deep)	5556.25
I30	LS	2"-4" Set-up for contiguous lengths <150 lf	3625.00
I31	LS	6"-8" Set-up for contiguous lengths <150 lf	3625.00
I32	LS	10"-12" Set-up for contiguous lengths <150 lf	3625.00
I33	LS	15"-18" Set-up for contiguous lengths <150 lf	3625.00
I34	LS	21"-24" Set-up for contiguous lengths <150 lf	3625.00
I35	LS	27"-36" Set-up for contiguous lengths <150 lf	3625.00

J. Bypass Pumping for Gravity Pipe and Associated Items.

J1	EA	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	2559.00
J2	EA	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	4800.00
J3	EA	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	11000.00
J4	EA	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	17400.00
J5	EA	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	27000.00
J6	LF	Additional Length 8" Bypass Discharge Line over 1000 feet	36.00
J7	LF	Additional Length 10" Bypass Discharge Line over 1000 feet	48.00
J8	LF	Additional Length 12" Bypass Discharge Line over 1000 feet	88.00
J9	LF	Additional Length 18" Bypass Discharge Line over 1000 feet	132.00
J10	DAY	Operate 4" pumping System per pump	500.00
J11	DAY	Operate 6" pumping System per pump	2880.00
J12	DAY	Operate 8" pumping System per pump	5640.00
J13	DAY	Operate 12" pumping System per pump	8840.00
J14	DAY	Operate 18" pumping System per pump	17760.00
J15	DAY	Bypass - Driveway Ramp (Setup, Operate, Maintain)	3000.00
J16	DAY	Bypass - Street Ramp (Setup, Operate, Maintain)	3000.00
J17	LF	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	92.00
J18	LF	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	92.00
J19	LF	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	92.00
J20	DAY	PIPE FUSION MACHINE 6"-18"	625.00
J21	DAY	PIPE FUSION MACHINE 4" - 12"	550.00
J22	DAY	PUMP 3" SELF PRIME - DIESEL	87.50
J23	DAY	PUMP 3" VENTURI PRIME - DIESEL	106.00
J24	DAY	PUMP 4" VAC ASSIST - DIESEL	148.00
J25	DAY	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	153.00

J26	DAY	PUMP 6" VAC ASSIST - DIESEL	163.00
J27	DAY	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	191.00
J28	DAY	PUMP 8" VENTURI PRIME - DIESEL	258.00
J29	DAY	PUMP 8" SUPER VENTURI PRIME - DIESEL	258.00
J30	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	258.00
J31	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	450.00
J32	DAY	PUMP 12" VENTURI PRIME - DIESEL	430.00
J33	DAY	PUMP 12" VAC ASSIST - DIESEL	430.00
J34	DAY	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	600.00
J35	DAY	PUMP 12" SUPERVAC ASSIST - DIESEL	430.00
J36	DAY	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	600.00
J37	DAY	PUMP 14" VAC ASSIST - DIESEL	758.00
J38	DAY	PUMP 18" VAC ASSIST - DIESEL	1225.00
J39	DAY	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	875.00
J40	DAY	PUMP 10X8 VAC ASSIST - DIESEL	438.00
J41	DAY	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	625.00
J42	DAY	PUMP 1" TO 1.5" AOD - POLY	67.00
J43	DAY	PUMP 2" AOD - ALUMINUM	47.00
J44	DAY	PUMP 2" AOD - STAINLESS	95.00
J45	DAY	PUMP 2" AOD - POLY	116.00
J46	DAY	PUMP 3" AOD - ALUMINUM	53.00
J47	DAY	PUMP 3" AOD - STAINLESS	116.00
J48	DAY	PUMP 2" TRASH	75.00
J49	DAY	PUMP 3" TRASH	106.00
J50	DAY	PUMP 4" TRASH	147.00
J51	DAY	PUMP 4" HYDRAULIC HEAD - VORTEX	125.00
J52	DAY	4" HYDRAULIC PUMP HEAD - CAST IRON	125.00
J53	DAY	4" HYDRAULIC PUMP HEAD - SLUDGE	125.00
J54	DAY	6" HYDRAULIC PUMP HEAD - CAST IRON	150.00
J55	DAY	6" HYDRAULIC PUMP HEAD - STAINLESS	150.00
J56	DAY	6" HYDRAULIC PUMP HEAD - SLUDGE	150.00
J57	DAY	8" HYDRAULIC PUMP HEAD - CAST IRON	188.00
J58	DAY	12" HYDRAULIC PUMP HEAD - CAST IRON	250.00
J59	DAY	25HP HYDRAULIC POWER UNIT	188.00
J60	DAY	65HP HYDRAULIC POWER UNIT	250.00
J61	DAY	150HP HYDRAULIC POWER UNIT	584.00
J62	DAY	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	250.00
J63	DAY	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	375.00
J64	DAY	GATE VALVE 6" AND UNDER STAINLESS STEEL	20.00
J65	DAY	GATE VALVE 8"	19.00
J66	DAY	GATE VALVE 8" STAINLESS STEEL	38.00
J67	DAY	GATE VALVE 12"	7.00
J68	DAY	GATE VALVE 12" STAINLESS STEEL	28.00
J69	DAY	GATE VALVE 14"	20.00
J70	DAY	18" KNIFE GATE VALVE	185.00
J71	DAY	GATE VALVE 12"	7.00
J72	DAY	4" CHECK VALVE	16.00
J73	DAY	12" CHECK VALVE	47.00
J74	DAY	STANDALONE PUMP MANIFOLD	188.00
J75	DAY	HOSE 2X20 PVC SUCTION - CAMLOCK	12.00
J76	DAY	HOSE 2X20 RUBBER SUCTION - CAMLOCK	12.00
J77	DAY	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	12.00
J78	DAY	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	9.00
J79	DAY	HOSE 3X20 PVC SUCTION - CAMLOCK	33.00
J80	DAY	HOSE 3X20 TANK TRUCK - CAMLOCK	33.00
J81	DAY	HOSE 3X20 RUBBER SUCTION - CAMLOCK	33.00
J82	DAY	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	10.00
J83	DAY	HOSE 4X10 RUBBER SUCTION - QC	19.00
J84	DAY	HOSE 4X20 PVC SUCTION - CAMLOCK	24.00
J85	DAY	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	24.00
J86	DAY	HOSE 4X20 OSD - FLANGED	31.00
J87	DAY	HOSE 4X20 TANK TRUCK - FLANGED	31.00
J88	DAY	HOSE 4X20 TANK TRUCK - CAMLOCK	24.00
J89	DAY	HOSE 4X20 RUBBER SUCTION - CAMLOCK	24.00
J90	DAY	HOSE 4X20 RUBBER SUCTION - QC	24.00
J91	DAY	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	24.00
J92	DAY	HOSE 4X50 LAYFLAT DISCHARGE - QC	24.00
J93	DAY	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	24.00
J94	DAY	HOSE 6X10 RUBBER SUCTION - CAMLOCK	24.00
J95	DAY	HOSE 6X10 RUBBER SUCTION - QC	24.00
J96	DAY	HOSE 6X20 PVC SUCTION - CAMLOCK	24.00
J97	DAY	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	44.00
J98	DAY	HOSE 6X20 KANAFLEX SUCTION - QC	44.00
J99	DAY	HOSE 6X20 COMPOSITE OSD - FLANGED	44.00
J100	DAY	HOSE 6X20 OSD - FLANGED	44.00
J101	DAY	HOSE 6X20 TANK TRUCK - CAMLOCK	44.00
J102	DAY	HOSE 6X20 RUBBER SUCTION - CAMLOCK	44.00
J103	DAY	HOSE 6X20 RUBBER SUCTION - QC	44.00
J104	DAY	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	44.00
J105	DAY	HOSE 6X50 LAYFLAT DISCHARGE - QC	44.00

J106	DAY	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	44.00
J107	DAY	HOSE 8X10 KANAFLEX SUCTION - QC	75.00
J108	DAY	HOSE 8X10 RUBBER SUCTION - QC	50.00
J109	DAY	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	50.00
J110	DAY	HOSE 8X20 KANAFLEX SUCTION - QC	50.00
J111	DAY	HOSE 8X20 COMPOSITE OSD - FLANGED	50.00
J112	DAY	HOSE 8X20 OSD - FLANGED	50.00
J113	DAY	HOSE 8X20 RUBBER SUCTION - QC	50.00
J114	DAY	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	50.00
J115	DAY	HOSE 8X50 LAYFLAT DISCHARGE - QC	50.00
J116	DAY	HOSE 8X50 RUBBER DISCHARGE - QC	57.00
J117	DAY	HOSE 10X20 OSD - FLANGED	125.00
J118	DAY	HOSE 12X10 STAINLESS - FLANGED	83.00
J119	DAY	HOSE 12X10 OSD - FLANGED	83.00
J120	DAY	HOSE 12X10 RUBBER SUCTION - FLANGED	83.00
J121	DAY	HOSE 12X10 RUBBER SUCTION - QC	75.00
J122	DAY	HOSE 12X20 OSD - FLANGED	83.00
J123	DAY	HOSE 12X20 RUBBER SUCTION - QC	74.00
J124	DAY	HOSE 12X25 OSD - FLANGED	74.00
J125	DAY	HOSE 12X25 OSD DISCHARGE - FLANGED	148.00
J126	DAY	HOSE 12X30 OSD DISCHARGE - FLANGED	148.00
J127	DAY	HOSE 14X10 OSD - FLANGED	144.00
J128	DAY	HOSE 14X20 OSD - FLANGED	63.00
J129	DAY	6 X 6 CONTAINMENT BERM	19.00
J130	DAY	8" 45 DEGREE QC ELBOW FITTING	19.00
J131	DAY	8" 90 DEGREE BAUER FITTING	113.00
J132	DAY	1 X 50 HYD HOSE	113.00
J133	DAY	1-1/4 X 50 HYDRAULIC HOSE	13.00
J134	DAY	FLANGED REDUCERS (ALL SIZES)	7.00
J135	DAY	Y'S	13.00
J136	DAY	T'S	7.00
J137	DAY	STRAINERS (ALL SIZES)	19.00
J138	DAY	BUTTERFLY VALVES	25.00
J139	DAY	90'S	25.00
J140	DAY	45'S	19.00
J141	DAY	4" ISOLATION VALVE	17.00
J142	DAY	GATE VALVE 6" AND UNDER	19.00
J143	DAY	12" HDPE 90	125.00
J144	DAY	SUCTION/DISCHARGE MANIFOLD	125.00
J145	DAY	12 X 12 CONTAINMENT BERM	51.00
J146	DAY	12"-18" PIPE PLUG	19.00
J147	DAY	4 X 10 BAUER PIPE	19.00
J148	DAY	6 X 10 BAUER PIPE	25.00
J149	DAY	6 X 20 BAUER PIPE	25.00
J150	DAY	8 X 10 BAUER PIPE	25.00
J151	DAY	8 X 20 BAUER PIPE	375.00
J152	DAY	10' BRIDGE STYLE ROAD CROSSING	73.00
J153	DAY	12" ROAD CROSSING	125.00
J154	DAY	12" ROAD CROSSING DOUBLE WIDE	125.00
J155	DAY	8" ROAD CROSSING	125.00
J156	DAY	10" ROAD CROSSING DOUBLE WIDE	125.00
J157	DAY	12" ROAD CROSSING	125.00
J158	DAY	12" ROAD CROSSING DOUBLE WIDE	188.00
J159	DAY	18" ROAD CROSSING	25.00
J160	DAY	12 X 10 TYPE A BAUER PIPE	89.00
J161	DAY	JET ROD	89.00
J162	DAY	15" - 30" PIPE PLUG	5.00
J163	DAY	WELLPOINT RISER	25.00
J164	DAY	SWING ARM ASSEMBLY	12.00
J165	DAY	8" WELLPOINT HEADER PVC	12.00
J166	DAY	8" SCHEDULE 40 PVC 90	19.00
J167	DAY	8" SCHEDULE 40 PVC TEE	625.00
J168	DAY	6X20 WELLPOINT HEADER PIPE	5.00
J169	DAY	6" - 20" FUSION MACHINE	13.00
J170	LF	8" HDPE PIPE DR17	5.00
J171	DAY	12X8 HDPE REDUCER	5.00
J172	LF	12" HDPE PIPE SDR 17	5.00
J173	LF	12" HDPE PIPE SDR 26	8.00
J174	DAY	14" HDPE 14 X 12 REDUCER	8.00
J175	DAY	18X12 HDPE REDUCER	8.00
J176	DAY	18" HDPE 90	3.00
J177	DAY	18" HDPE SDR 32.5	8.00
J178	DAY	18" HDPE FLG W/BACKUP RING	8.00
J179	DAY	18" HDPE 45 BEND	63.00
J180	DAY	18" KNIFE VALVE	3.00
J181	DAY	HDPE 45'S	3.00
J182	DAY	HDPE 90'S	5.00
J183	LF	18" HDPE PIPE DR17	160.00
J184	DAY	24" - 48" PIPE PLUG	20.00
J185	DAY	8" PIPE PLUG	

J186	DAY	10" PIPE PLUG	24.00
J187	DAY	12" PIPE PLUG	27.00
J188	DAY	36" - 60" PIPE PLUG	297.00
J189	DAY	12" FLNG TEE FLOAT HDPE	7.00
J190	DAY	18 HDPE FLOATING TEE SUCTION	10.00
J191	DAY	18" X 4" SADDLE	19.00
J192	DAY	4" QC 45 BEND	7.00
J193	DAY	4" QC 90 BEND	7.00
J194	DAY	END CAP 6"	7.00
J195	DAY	6" QC FLG X SOCKET	5.00
J196	DAY	6" QC TEE	3.00
J197	DAY	6" QC 45 BEND	5.00
J198	DAY	16" HDPE PIPE	3.00
J199	DAY	6" QC 90 BEND	5.00
J200	DAY	8" QC FLG X SOCKET	3.00
J201	DAY	8X12 QC ENLARGER	5.00
J202	DAY	8"QC MPT X BALL	5.00
J203	DAY	8 X 6 QC REDUCER	5.00
J204	DAY	8" QC STRAINER	7.00
J205	DAY	8" QC TEE	3.00
J206	DAY	8" QC 45 BEND	3.00
J207	DAY	8" QC FLG X BALL	15.00
J208	DAY	8" QC 90 BEND	3.00
J209	DAY	FLOAT SWITCH	9.00
J210	DAY	8 X 20 QCP PIPE DR26	25.00
J211	DAY	12" QC 90	5.00
J212	DAY	12" QC 45	5.00
J213	DAY	FITTING ELBOW 4" 90 DEGREES	7.00
J214	DAY	FITTING ELBOW 8" 90 DEGREES	19.00
J215	DAY	PUMP HYDROSTATIC TEST 10K PSI AIR	43.00
J216	DAY	PUMP HYDROSTATIC TEST 8K PSI	59.00
J217	DAY	HOSE 8' PUMP HYDROSTATIC TEST	73.00
J218	8HR	PUMP WATCH PER 8 HOUR SHIFT	2000.00
J219	HOOR	HYDROSTATIC TESTING OF PIPING	400.00
J220	HOOR	24 HOUR SYSTEM TEST	400.00
J221	DAY	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	2400.00
J222	DAY	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	3000.00
J223	DAY	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	4300.00
J224	DAY	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	4200.00
J225	DAY	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	5500.00
J226	DAY	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	1500.00

K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems

K1	LF	6" Installation of Pressure Pipe Lining (Potable)	360.00
K2	LF	8" Installation of Pressure Pipe Lining (Potable)	405.00
K3	LF	10" Installation of Pressure Pipe Lining (Potable)	465.00
K4	LF	12" Installation of Pressure Pipe Lining (Potable)	516.00
K5	LF	15" Installation of Pressure Pipe Lining (Potable)	585.00
K6	LF	18" Installation of Pressure Pipe Lining (Potable)	705.00
K7	LF	21" Installation of Pressure Pipe Lining (Potable)	786.00
K8	LF	24" Installation of Pressure Pipe Lining (Potable)	879.00
K9	LF	27" Installation of Pressure Pipe Lining (Potable)	960.00
K10	LF	30" Installation of Pressure Pipe Lining (Potable)	1185.00
K11	LF	33" Installation of Pressure Pipe Lining (Potable)	1380.00
K12	LF	36" Installation of Pressure Pipe Lining (Potable)	1518.00
K13	LF	39" Installation of Pressure Pipe Lining (Potable)	1746.00
K14	LF	42" Installation of Pressure Pipe Lining (Potable)	2070.00
K15	LF	48" Installation of Pressure Pipe Lining (Potable)	2760.00
K16	LF	54" Installation of Pressure Pipe Lining (Potable)	3300.00
K17	LF	6" Reinforced Pressure Pipe Lining (Non-Potable)	270.00
K18	LF	8" Reinforced Pressure Pipe Lining (Non-Potable)	330.00
K19	LF	10" Reinforced Pressure Pipe Lining (Non-Potable)	390.00
K20	LF	12" Reinforced Pressure Pipe Lining (Non-Potable)	450.00
K21	LF	15" Reinforced Pressure Pipe Lining (Non-Potable)	510.00
K22	LF	18" Reinforced Pressure Pipe Lining (Non-Potable)	630.00
K23	LF	21" Reinforced Pressure Pipe Lining (Non-Potable)	696.00
K24	LF	24" Reinforced Pressure Pipe Lining (Non-Potable)	855.00
K25	LF	27" Reinforced Pressure Pipe Lining (Non-Potable)	960.00
K26	LF	30" Reinforced Pressure Pipe Lining (Non-Potable)	1095.00
K27	LF	33" Reinforced Pressure Pipe Lining (Non-Potable)	1290.00
K28	LF	36" Reinforced Pressure Pipe Lining (Non-Potable)	1518.00
K29	LF	39" Reinforced Pressure Pipe Lining (Non-Potable)	1665.00
K30	LF	42" Reinforced Pressure Pipe Lining (Non-Potable)	2010.00
K31	LF	48" Reinforced Pressure Pipe Lining (Non-Potable)	2700.00
K32	LF	54" Reinforced Pressure Pipe Lining (Non-Potable)	3000.00
K33	EA	6" Installation of End Seal	4140.00
K34	EA	8" Installation of End Seal	4140.00
K35	EA	10" Installation of End Seal	4140.00
K36	EA	12" Installation of End Seal	4140.00
K37	EA	15" Installation of End Seal	5520.00

K38	EA	18" Installation of End Seal	6900.00
K39	EA	21" Installation of End Seal	6900.00
K40	EA	24" Installation of End Seal	8280.00
K41	EA	27" Installation of End Seal	8280.00
K42	EA	30" Installation of End Seal	8280.00
K43	EA	33" Installation of End Seal	9660.00
K44	EA	36" Installation of End Seal	9660.00
K45	EA	39" Installation of End Seal	11040.00
K46	EA	42" Installation of End Seal	11040.00
K47	EA	48" Installation of End Seal	13800.00
K48	EA	54" Installation of End Seal	13800.00
K49	EA	6" to 12" System set-up charge (<150 lf)	4140.00
K50	EA	15" to 21" System set-up charge (<150 lf)	4140.00
K51	EA	24" to 33" System set-up charge (<150 lf)	4140.00
K52	EA	36" to 54" System set-up charge (<150 lf)	4140.00

L. Pressure Pipeline Bypass

L1	LF	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	110.40
L2	EA	Connection of each service from 2"- 4" AWWA approved bypass	1269.60
L3	Day	Operation of 2"- 4" AWWA approved bypass	2760.00
L4	LF	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	138.00
L5	EA	Connection of each service from 6"- 8" AWWA approved bypass	1407.60
L6	Day	Operation of 6"- 8" AWWA approved bypass	3312.00
L7	LF	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	165.60
L8	EA	Connection of each service from 10"- 12" AWWA approved bypass	1725.00
L9	Day	Operation of 10"- 12" AWWA approved bypass	5520.00
L10	LF	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	414.00
L11	EA	Connection of each service from 13"- 19" AWWA approved bypass	1794.00
L12	Day	Operation of 13"- 19" AWWA approved bypass	6900.00
L13	EA	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	552.00
L14	EA	Connection of each service from 20"- 24" AWWA approved bypass	2760.00
L15	Day	Operation of 20"- 24" AWWA approved bypass	6900.00
L16	LF	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	966.00
L17	EA	Connection of each service from 25"- 30" AWWA approved bypass	2760.00
L18	Day	Operation of 25"- 30" AWWA approved bypass	8280.00
L19	LF	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	1242.00
L20	EA	Connection of each service from 31"- 37" AWWA approved bypass	2760.00
L21	Day	Operation of 31"- 37" AWWA approved bypass	8280.00
L22	LF	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	1656.00
L23	EA	Connection of each service from 38"- 48" AWWA approved bypass	2760.00
L24	Day	Operation of 38"- 48" AWWA approved bypass	8280.00

M. Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning

M1	LF	6" Cleaning with pressure propelled pigs	27.60
M2	LF	8" Cleaning with pressure propelled pigs	27.60
M3	LF	10" Cleaning with pressure propelled pigs	27.60
M4	LF	12" Cleaning with pressure propelled pigs	27.60
M5	LF	15" Cleaning with pressure propelled pigs	41.40
M6	LF	18" Cleaning with pressure propelled pigs	41.40
M7	LF	21" Cleaning with pressure propelled pigs	41.40
M8	LF	24" Cleaning with pressure propelled pigs	55.20
M9	LF	27" Cleaning with pressure propelled pigs	55.20
M10	LF	30" Cleaning with pressure propelled pigs	55.20
M11	LF	33" Cleaning with pressure propelled pigs	110.40
M12	LF	36" Cleaning with pressure propelled pigs	110.40
M13	LF	42" Cleaning with pressure propelled pigs	110.40
M14	LF	48" Cleaning with pressure propelled pigs	110.40
M15	LF	54" Cleaning with pressure propelled pigs	110.40
M16	LF	6" Cleaning with scrapers or other attached tools	41.40
M17	LF	8" Cleaning with scrapers or other attached tools	41.40
M18	LF	10" Cleaning with scrapers or other attached tools	41.40
M19	LF	12" Cleaning with scrapers or other attached tools	41.40
M20	LF	15" Cleaning with scrapers or other attached tools	55.20
M21	LF	18" Cleaning with scrapers or other attached tools	55.20
M22	LF	21" Cleaning with scrapers or other attached tools	69.00
M23	LF	24" Cleaning with scrapers or other attached tools	69.00
M24	LF	27" Cleaning with scrapers or other attached tools	69.00
M25	LF	30" Cleaning with scrapers or other attached tools	96.60
M26	LF	33" Cleaning with scrapers or other attached tools	96.60
M27	LF	36" Cleaning with scrapers or other attached tools	110.40
M28	LF	42" Cleaning with scrapers or other attached tools	138.00
M29	LF	48" Cleaning with scrapers or other attached tools	165.60
M30	LF	54" Cleaning with scrapers or other attached tools	11.04
M31	LF	6" Pressure pipe inspection	11.04
M32	LF	8" Pressure pipe inspection	13.80
M33	LF	10" Pressure pipe inspection	13.80
M34	LF	12" Pressure pipe inspection	13.80
M35	LF	15" Pressure pipe inspection	19.32
M36	LF	18" Pressure pipe inspection	19.32
M37	LF	21" Pressure pipe inspection	19.32

M38	LF	24" Pressure pipe inspection	19.32
M39	LF	27" Pressure pipe inspection	19.32
M40	LF	30" Pressure pipe inspection	19.32
M41	LF	33" Pressure pipe inspection	19.32
M42	LF	36" Pressure pipe inspection	22.08
M43	LF	42" Pressure pipe inspection	22.08
M44	LF	48" Pressure pipe inspection	27.60
M45	LF	54" Pressure pipe inspection	41.40
M46	LF	Tuberculation Removal (Pressure & Gravity Pipelines)	40.00
N. Restoration and Associated Items			
N1	LF	Saw Cutting up to 8" depth	9.00
N2	LF	Saw Cutting over 8" depth	12.00
N3	SY	Repair/Rehab 2" Asphalt pavement	52.00
N4	SY	Repair/Rehab 8" Flex base	46.00
N5	SY	Repair/Rehab 8" Concrete pavement	173.00
N6	SY	Repair/Rehab 6" Concrete driveway	121.00
N7	SY	Repair/Rehab 4" Concrete sidewalk	98.00
N8	LF	Repair/Rehab Concrete curb and gutter	29.00
N9	SY	Sodding	29.00
N10	LF	Repair/Rehab chain link fence with new	25.00
N11	LF	Repair/Rehab wooden fence with new	29.00
N12	CY	TOPSOIL COMPLETE	41.00
N13	CY	SANDING COMPLETE	41.00
N14	CY	MULCH COMPLETE	41.00
N15	LF	STRAW BALE BARRIER	20.00
N16	EACH	TREE REPLACEMENT: HARDWOODS, 2"	863.00
N17	EACH	TREE REPLACEMENT: PINES, 2"	863.00
N18	EACH	SHRUB REPLACEMENT: 1 GALLON	40.00
N19	EACH	SHRUB REPLACEMENT: 3 GALLON	63.00
N20	EACH	SHRUB REPLACEMENT: 5 GALLON	82.00
N21	EACH	SHRUB REPLACEMENT: 7 GALLON	122.00
N22	EACH	BEDDING FLOWERS: PER FLAT OF 18	575.00
N23	SY	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	260.00
N24	SY	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	260.00
N25	SY	STONE GROUTED RIP RAP - 12" INSTALLED	288.00
N26	LF	SILT FENCE TYPE A, COMPLETE	12.00
N27	LF	SILT FENCE TYPE C, COMPLETE	8.00
N28	LF	ORANGE BARRIER FENCE	6.00
N29	EACH	HAY BALES COMPLETE	160.00
N30	SY	PLASTIC FILTER FABRIC INSTALLED	10.00
N31	SF	PERMANENT SOIL REINF MAT INSTALLED	125.00
O. Additional Labor Rates and Traffic Control			
O1	HR	SUPERINTENDENT - REGULAR	35.00
O2	HR	FOREMAN - REGULAR	30.00
O3	HR	LABORER - REGULAR	20.00
O4	HR	TRUCK DRIVER - REGULAR	24.00
O5	HR	UTILITY - REGULAR	20.00
O6	HR	SUPERINTENDENT - OVER TIME	65.00
O7	HR	FOREMAN - OVER TIME	60.00
O8	HR	LABORER - OVER TIME	32.00
O9	HR	TRUCK DRIVER - OVER TIME	42.00
O10	HR	UTILITY - OVERTIME	40.00
O11	EA	Barricades, Signs, and Traffic Handling (per setup)	3500.00
O12	EA	Traffic Control Plan (per setup)	2500.00
O13	HR	Flagmen	40.00
O14	HR	Uniformed Officers	65.00
O15	EA	SWPPP	2500.00
P. Crew Travel & Mobilization			
P1	EA	Travel and Mobilization- TML Region 2 (Amarillo)	8970.00
P2	EA	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	8970.00
P3	EA	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	8970.00
P4	EA	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	5980.00
P5	EA	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	4784.00
P6	EA	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	4784.00
P7	EA	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	3250.00
P8	EA	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	4784.00
P9	EA	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	3250.00
P10	EA	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	8970.00
P11	EA	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	11960.00
P12	EA	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	3250.00
P13	EA	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	3250.00
P14	EA	Travel and Mobilization- TML Region 15 (Tyler-Longview)	4784.00
P15	EA	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	4784.00
P16	EA	Travel and Mobilization - Oklahoma	13000.00
P17	EA	Travel and Mobilization - Louisiana	9750.00
P18	EA	Travel and Mobilization - Colorado	20000.00
P19	EA	Travel and Mobilization - Arkansas	20000.00

P20	EA	Travel and Mobilization - Missouri	20000.00
P21	EA	Travel and Mobilization - Kansas	20000.00
P22	EA	Travel and Mobilization - Emergency Mobilization	10000.00
P23	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	25000.00
P24	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	20000.00
P25	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	15000.00
P26	EA	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	10000.00
P27	EA	Travel and Mobilization - Alabama	20000.00
P28	EA	Travel and Mobilization - Alaska	100000.00
P29	EA	Travel and Mobilization - Arizona	35000.00
P30	EA	Travel and Mobilization - Arkansas	20000.00
P31	EA	Travel and Mobilization - California	45000.00
P32	EA	Travel and Mobilization - Colorado	30000.00
P33	EA	Travel and Mobilization - Connecticut	50000.00
P34	EA	Travel and Mobilization - Delaware	50000.00
P35	EA	Travel and Mobilization - Florida	30000.00
P36	EA	Travel and Mobilization - Georgia	35000.00
P37	EA	Travel and Mobilization - Hawaii	300000.00
P38	EA	Travel and Mobilization - Idaho	45000.00
P39	EA	Travel and Mobilization - Illinois	30000.00
P40	EA	Travel and Mobilization - Indiana	30000.00
P41	EA	Travel and Mobilization - Iowa	30000.00
P42	EA	Travel and Mobilization - Kansas	30000.00
P43	EA	Travel and Mobilization - Kentucky	30000.00
P44	EA	Travel and Mobilization - Louisiana	20000.00
P45	EA	Travel and Mobilization - Maine	50000.00
P46	EA	Travel and Mobilization - Maryland	30000.00
P47	EA	Travel and Mobilization - Massachusetts	30000.00
P48	EA	Travel and Mobilization - Michigan	30000.00
P49	EA	Travel and Mobilization - Minnesota	30000.00
P50	EA	Travel and Mobilization - Mississippi	20000.00
P51	EA	Travel and Mobilization - Montana	30000.00
P52	EA	Travel and Mobilization - Nebraska	30000.00
P53	EA	Travel and Mobilization - Nevada	45000.00
P54	EA	Travel and Mobilization - New Hampshire	45000.00
P55	EA	Travel and Mobilization - New Jersey	50000.00
P56	EA	Travel and Mobilization - New Mexico	40000.00
P57	EA	Travel and Mobilization - New York	45000.00
P58	EA	Travel and Mobilization - North Carolina	30000.00
P59	EA	Travel and Mobilization - North Dakota	40000.00
P60	EA	Travel and Mobilization - Ohio	40000.00
P61	EA	Travel and Mobilization - Oklahoma	15000.00
P62	EA	Travel and Mobilization - Oregon	45000.00
P63	EA	Travel and Mobilization - Pennsylvania	40000.00
P64	EA	Travel and Mobilization - Rhode Island	45000.00
P65	EA	Travel and Mobilization - South Carolina	30000.00
P66	EA	Travel and Mobilization - South Dakota	40000.00
P67	EA	Travel and Mobilization - Tennessee	30000.00
P68	EA	Travel and Mobilization - Utah	30000.00
P69	EA	Travel and Mobilization - Vermont	40000.00
P70	EA	Travel and Mobilization - Virginia	40000.00
P71	EA	Travel and Mobilization - Washington	50000.00
P72	EA	Travel and Mobilization - West Varginia	30000.00
P73	EA	Travel and Mobilization - Wisconsin	40000.00
P74	EA	Travel and Mobilization - Wyoming	40000.00
P75	EA	Travel and Mobilization - Emergency Mobilization	10000.00
P76	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	25000.00
P77	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	20000.00
P78	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	15000.00
P79	EA	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	10000.00

AMENDMENT No. 1 to CONTRACT No. TP07-18

For

Trenchless Pipeline Rehabilitation Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Vortex Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2022 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82EC270D5D61423...
Chuck Wemple, Executive Director
6/3/2021
Date: _____

Signed for: **Vortex Services, LLC**

Printed Name & Title:

DocuSigned by:

86D788C9CC6D476...
Nicholas Banchetti COO
6/2/2021
Date: _____

AMENDMENT No. 2 to CONTRACT No. TP07-18

For

Trenchless Pipeline Rehabilitation Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Vortex Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:



82EC270D5D61423...

Chuck Wemple, Executive Director

5/26/2022

Date: _____

Signed for: **Vortex Services, LLC**

DocuSigned by:



0B8691B0B3904D0...

wesley Kingery President, Services

Printed Name & Title:

5/26/2022

Date: _____

AMENDMENT No. 3 to CONTRACT No. TP07-18
For
Trenchless Pipeline Rehabilitation Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Vortex Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

02EC270D5D81423...

Chuck Wemple, Executive Director
7/13/2023
Date: _____

Signed for: **Vortex Services, LLC**

Printed Name & Title:

DocuSigned by:

0B8691B0B3904D0...

wesley kingery President, Services
Date: 7/5/2023

**EXHIBIT
B**

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

WHEREAS, **Vortex Services, LLC.**, 5910 Hartford St., Tampa, FL 33619, a Florida (Contractor) entered into an agreement effective June 8, 2022, with **H-GAC**, a political subdivision of the State of Texas, for **Trenchless Pipeline Rehabilitation Services** (Agreement), procured pursuant to F. S. §287.057, Contract Number TP07-18.

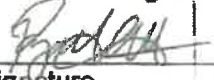
WHEREAS, the City of Zephyrhills, 5335 8th St. Zephyrhills, FL 33542, a Florida municipal corporation (City) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to "piggyback" onto a contract procured pursuant to F. S. §287.057 by another governmental entity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

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 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 until the work is completed.
3. The City and Contractor agree to follow the current Agreement, which expires on June 30, 2023, Midnight CT.
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


Signature _____ Date 2/21/2023

Ryan Graham

Print Name

WITNESS


Signature _____ Date 2/21/2023

City of Zephyrhills


Jodi Wilkeson _____ Date 2-27-23
City Council President

ATTEST


Lori L. Hillman _____ Date 2-27-23
City Clerk

41-23-06

H-GAC

**EXHIBIT
C**

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Vortex Services, LLC - Public Services - ID: 12514

EXTENSION No. 4 to CONTRACT No. TP07-18

For

Trenchless Pipeline Rehabilitation Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Vortex Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jun 30 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Trenchless Pipeline Rehabilitation Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

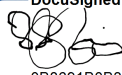
DocuSigned by:

82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 5/7/2024

Signed for: **Vortex Services, LLC**

Printed Name:
Title:

DocuSigned by:

0B8691B0B3904D0...
Wesley Kingery
President
Date: 5/6/2024

CONSENT ITEMS 1.12

Approval of Parks Turf Mower purchase.

Agreement 41-25-01

Issue:

Purchase Turf Mower

Background:

This new turf mower will be used to maintain the bermuda turf at both Hercules Park and the athletic fields at Krusen Park.

Attachment(s):

1. Parks Turf Mower JD 7400 quote
2. JD 7400A

Fiscal Impact:

The FY25 Budget includes \$69,000 Penny-for-Pasco funding. Total purchase cost not to exceed \$61,589.00

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this purchase as presented.

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Arthur Nesmith

Beard Equipment Company
4539 Nw 44th Avenue
Ocala, FL 34482

Tel: 800-848-8563

Fax: 251-452-2309

Email: cnsmith@beardequipment.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
4539 Nw 44th Avenue
Ocala, FL 34482
800-848-8563
JohnDeereEmails@beardequipment.com

Quote Summary
Prepared For:

Steve Green
CITY OF ZEPHYRHILLS
Steve Green
ATTN: ACCTS PAYABLE
5335 8th St
ZEPHYRHILLS, FL 33542
Mobile: 813-841-5559
SGREENE@CI.ZEPHYRHILLS.FL.US

Delivering Dealer:

Beard Equipment Company
Arthur Nesmith
4539 Nw 44th Avenue
Ocala, FL 34482
Phone: 800-848-8563
cnesmith@beardequipment.com

Quote ID: 31144135
Created On: 11 June 2024
Last Modified On: 12 December 2024
Expiration Date: 31 January 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 7400A TerrainCut Trim and Surrounds Mower	\$ 79,987.00	\$ 61,589.99 X	1 =	\$ 61,589.99
Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)				
Price Effective Date: November 21, 2024				
Equipment Total				\$ 61,589.99

Quote Summary

Equipment Total	\$ 61,589.99
Trade In	
SubTotal	\$ 61,589.99
Est. Service Agreement Tax	\$ 0.00
Total	\$ 61,589.99
Balance Due	\$ 61,589.99

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 31144135 **Customer Name:** CITY OF ZEPHYRHILLS

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Beard Equipment Company
4539 Nw 44th Avenue
Ocala, FL 34482
800-848-8563
JohnDeereEmails@beardequipment.com

JOHN DEERE 7400A TerrainCut Trim and Surrounds Mower

Hours:

Suggested List *

Stock Number:

\$ 79,987.00

Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2
CG 22)

Selling Price *
\$ 61,589.99

Price Effective Date: November 21, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
143JTC	7400A TerrainCut Trim and Surrounds Mower	1	\$ 79,080.00	23.00	\$ 18,188.40	\$ 60,891.60	\$ 60,891.60
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLink™ Modem	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries (English / Spanish)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
9764	Canopy Kit	1	\$ 907.00	23.00	\$ 208.61	\$ 698.39	\$ 698.39
Standard Options Total			\$ 907.00		\$ 208.61	\$ 698.39	\$ 698.39
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 79,987.00		\$ 18,397.01	\$ 61,589.99	\$ 61,589.99



CONSENT ITEMS 1.13

Approval of Utility Services outside City Limits - Kenneth C Gowell Sr & Jr
Agreement 45-25-01

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.

Attachment(s):

1. 45-25-01 Utility Service - Kenneth C Gowell Sr & Jr

Fiscal Impact:

No fiscal impact

Staff Recommendation:

Staff recommends approval of agreement 45-25-01

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 16th day of DECEMBER, 2024, between Kenneth C. Gowell Sr & Kenneth C Gowell Jr 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: 39253 LONGVIEW AVE

Parcel Identification Number: 01 26 21 0010 04300 0040

Legal Description: ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 EAST 63.90 FT OF WEST 265.9 FT OF NORTH 92.5 FT OF TRACT 43; SUBJECT TO EASEMENT FOR RD R/W OVER SOUTH 12.5 FT THEREOF OR 5313 PG 1390

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 Ricardo Quiñones, 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____.

NOTARY PUBLIC
My Commission Expires:

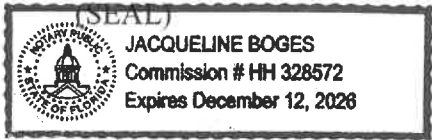
(SEAL)
Lindsay Buteman
Witness Signature
Lindsay Buteman
Witness Printed Name
Tommy-Lee Hunt
Witness Signature
Tommy-Lee Hunt
Witness Printed Name
Witness Signature
Witness Printer Name
Witness Signature
Witness Printed Name

X Kenneth Gowell SR
Applicant Signature
X Kenneth Gowell SR
Applicant Printed Name
Applicant Signature
Applicant Printed Name

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 C Gowell known by me to be the person(s) described in or who produced
Maine Drivers License 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 16th day of December, 20 24.

Jacqueline Boges
NOTARY PUBLIC
My Commission Expires: December 12, 2026



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)

NOTARY PUBLIC
My Commission Expires:

Witness Signature

Kenneth Gowell Jr
Applicant Signature

Witness Printed Name

Kenneth Gowell Jr
Applicant Printed Name

Witness Signature

Witness Printed Name

Kenneth Gowell Jr
Applicant Signature
Kenneth Gowell Jr
Applicant Printed Name

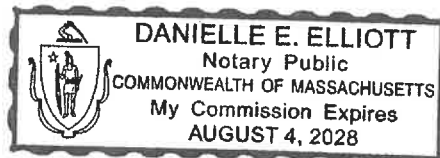
Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

STATE OF ~~FLORIDA~~ MA
COUNTY OF ~~PASCO~~ Worcester



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 Charles Gowell Jr known by me to be the person(s) described in or who produced
MA Drivers license 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 13th day of
December, 2024.

(SEAL)

Danielle E. Elliott
NOTARY PUBLIC Danielle Elliott
My Commission Expires:
August 4th 2028

CONSENT ITEMS 1.14

Pigz In Z'hills-Special event alcohol approval. The location will be downtown Zephyrhills. Section being closed off will be a wetzone. Beer tent also is being proposed.

Issue:

The Chamber of Commerce will be holding the annual Pigz in Z'hills BBQ and Blues Fest downtown on February 8th, 2025. The Chamber is requesting approval for a beer tent and for the whole event area to be designated as a wetzone.

Background:

Attachment(s):

1. Special Event Report
2. Event Site Map

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the wet zone and beer tent.



PLAN SNAPSHOT REPORT SEP-000019-2024 FOR CITY OF ZEPHYRHILLS

Plan Type: Special Event Permit	Project:	App Date: 11/18/2024
Work Class: Special Event Permit	District: City of Zephyrhills	Exp Date: 02/08/2025
Status: In Review	Square Feet: 0.00	Completed: 02/08/2025
Valuation: \$0.00	Assigned To: Maldonado, Carlos	Approval Expire Date: 02/08/2025
Description: Pigz in Z'Hills BBQ & Blues Fest February 8th, 2024 from 9am-5pm. Alcohol Event.		

Parcel:	Address: Downtown 5Th & Clock Plaza Zephyrhills, 33542	Main	Zone:
----------------	--	-------------	--------------

Applicant
Vicki Wiggins
38550 5TH AVE
Zephyrhills, FL 33542
Business: (813) 782-1913

Plan Custom Fields

Organization Name	GREATER EAST PASCO CHAMBER OF COMMERCE,	Date Incorporated	Jun 1 1946 12:00AM	Employer ID# (EIN)	5.90668e+008
Active or Inactive?	Active	Event Name	15th Annual Pigz in Z'Hills BBQ & Blues	Event Date	Feb 8 2025 12:00AM
Event Time	9 am - 5 pm	Entry Fee	0	Co-Sponsor	
Type of Event	Festival	Has this event ever taken place in Zephyrhills?	Yes - Annual Event	Zephyr Park	No
Downtown 5th Ave.	Yes	Krusen Park	No	Airport Venue \$\$	No
Alice Hall @ Zephyr Park \$\$	No	Clock Plaza on 5th Ave.	Yes	Skate Park	No
Veteran's Memorial Park	No	Wickstrom Stage Zephyr Park	No	Gunner Paw Park	No
Shepard Park	No	Other - Enter Here		Estimated Attendance	5000
Estimated Number of Vendors	100	Number of Parade or Run/Walk Entries	0	City Street or Avenue Closure Request?	Yes
If Yes, indicate location here:	See map	State Highway Closure? (FDOT Ln. Clos. Permit Req)	No	If Yes, indicate location here:2	
Tents (smaller than 10' x 10')	No	Tents	Yes	Vehicles	Yes
Stage	No	Start/Finish Line	No	Signs	Yes
Tables	Yes	Porta lets	Yes	Bounce-House/Inflatables	Yes
Sound Equipment	Yes	People Barricades	Yes	Other - Please List Here2	
Bathroom Facilities	Yes	Electricity (5th Avenue Median)	Yes	Electricity (Stage Areas)	Yes
Garbage Cans	Yes	Cones / Barricades	Yes	Other - Please List Here	
Please Provide a Brief Description of Event	Pigz in Z'Hills BBQ & Blues Fest will be held in downtown Zephyrhills in partnership with many downtown merchants, the Eagles Club, and the City of Zephyrhills as the signature event for the Greater East Pasco	Chamber of Commerce and the East Pasco Chamber Foundation. It is the only event of its kind in Pasco County as it offers aviation attraction with a "Fly-in" service. The 15th Annual Pigz in Z'Hills BBQ & Blues Fest			will be held on February 8, 2025, with a VIP party on Saturday, February 1st from 12-2pm for sponsors and volunteers. Since its inception in 2010, BBQ & Blues has raised more than \$100,000 for local youth

PLAN SNAPSHOT REPORT (SEP-000019-2024)

and education programs and community services of the Chamber of Commerce. The event enjoys a spectacular level of participation by local businesses, civic groups, youth leaders, and BBQ enthusiasts. The airport offers a unique opportunity for visitors to fly in from anywhere in the region and will be offered shuttle service to the downtown area less than 1.5 miles away alleviating the need for parking. Seasonal and year-round residents enjoy the family-friendly atmosphere, fun activities for the kids, great music, and great food for all attendees. Pigz in Z'Hills is a little slice of heaven right here in Zephyrhills.

Alcohol General Text

Local merchants with current alcohol permits will be selling alcohol to the public. The chamber is applying for a permit to allow for open containers on the street during the event and only in the marked areas.

Alcohol Security Text

ZPD will be on site before, during, and following

Alcohol Type Text

At the discretion of the merchants

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_Vicki_Wiggins_11/18/2024.jpg	11/18/2024 11:59	Wiggins, Vicki		Uploaded via CSS
2425 GL, WC, Umbrella & 2324 D&O - City of Zephyrhills.pdf	11/18/2024 15:22	Maldonado, Carlos		
Site Map.png	11/18/2024 15:22	Maldonado, Carlos		
Detail by FEI_EIN Number updated file.pdf	11/18/2024 15:32	Maldonado, Carlos		
COI, Temp Sanitation permit, Alcohol License.pdf	11/22/2024 11:27	Maldonado, Carlos		

Note	Created By	Date and Time Created
1. Items Required -COI with Liquor Liability -Special event meeting 12/12/24 @2pm -City Council alcohol approval. Will be on the agenda 1/13/25.	Carlos Maldonado	11/18/2024 12:28

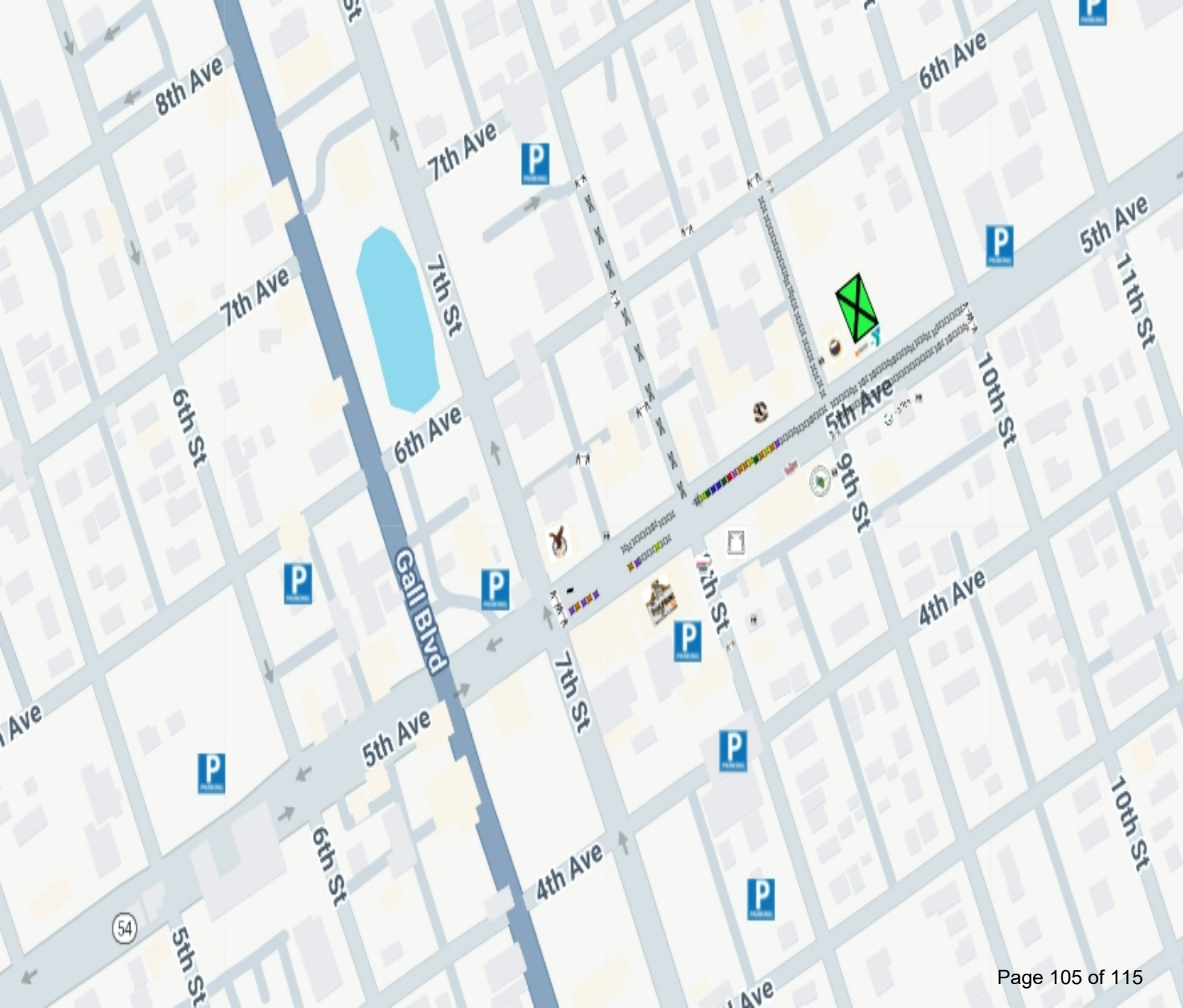
Hearing Type	Location	Scheduled Date	Status	Subject
City Council - Planning Report v.1	Council Chambers City Hall, 5335 8th Street, Zephyrhills	01/13/2025	Scheduled	Alcohol Approval, there will be a beer tent and the whole area will be a wetzone.

Meeting Type	Location	Scheduled Date	Subject
Private Meeting v.1	2nd floor conference room	12/12/2024	Meeting will have-Public works/Streets, Mainstreet, Police and applicant present.

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Review Process v.1		11/18/2024 15:47	
Application Review v.1	Generic Action		11/18/2024 15:47
Temporary State Alcohol License Submitted v.1	Generic Action		
Fire Final v.1	Inspection		
Special Event Meeting v.1		11/18/2024 15:47	
Private Meeting v.1	Hold Meeting	11/18/2024 15:47	12/12/2024 15:23

PLAN SNAPSHOT REPORT (SEP-000019-2024)

City Council - Planning Report v.1	Hold Hearing	12/12/2024 15:23
Plan Review Complete v.1		
Approval Letter v.1	Create Report	



BUSINESS ITEMS 2.1

Signers on Checking Account

First Reading **RESOLUTION NO. 844-25 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, PASCO COUNTY FLORIDA, AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE CITY CLERK TO SIGN CHECKS, TO MAKE DEPOSITS AND WITHDRAWLS."**

Issue:

Removing Lori Hillman as City Clerk.

Background:

This resolution and update to the bank signature card forms is to remove Lori Hillman as the City Clerk and add Ricardo Quinones as the new City Clerk. No other changes are being made at this time.

Attachment(s):

1. Resolution 844-25 Bank Deposit Signatories
2. Truist Bank Deposit Resolution
3. SIGNATURE CARD 0108
4. SIGNATURE CARD 0868
5. SIGNATURE CARD 5712

Fiscal Impact:

none

Staff Recommendation:

Staff recommends approval of Resolution 844-25.

RESOLUTION NO. 844-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, PASCO COUNTY FLORIDA, AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE CITY CLERK TO SIGN CHECKS, TO MAKE DEPOSITS AND WITHDRAWALS.

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

Section 1: The City is required to designate authorized signers on its checking accounts. The City Council designates the following as the authorized signers on the City’s checking accounts at Truist Bank:

The Mayor
The City Manager
The City Clerk

Section 2: The City Council gives authority to William C. Poe, Jr, and Melonie Bahr Monson, which are both required, to open and close Truist bank account and adopt the attached Truist Resolution for Deposit Account (Exhibit A).

Section 3: The City will require that two of the three above designated signatories to authorize each check and adopt the attached Truist Signature Card (Exhibit B) for each Truist bank account.

Section 4: As of the date noted herein this Resolution, the following are the named persons and their signatures holding the office designated after their names, to wit:

Melonie Bahr Monson., Mayor

William C. Poe, Jr., City Manager

Ricardo Quiñones, City Clerk

Section 5: All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: This resolution shall take effect upon its adoption by City Council

The foregoing Resolution No. 844-25 was read and passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of January, 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Kenneth M. Burgess, Jr., Council President

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney



Resolution for
Deposit Account

Exhibit A

- ☐ Corporation
☐ General Partnership
☒ Government Entity
- ☐ Sole Proprietorship
☐ Limited Partnership
☐ Limited Liability Company
- ☐ Unincorporated Association
☐ Non-Profit Corporation
☐ Other

CITY OF ZEPHYRHILLS

Entity Name

596000455

TIN

The undersigned, acting in the capacity as corporate secretary or custodian of records for the above-named Entity, organized and existing under the laws of Florida, represents to Truist Bank ("Bank") that I have reviewed the governing documents and relevant records of the Entity and certify that resolutions or requirements similar to those below are adopted by and, are not inconsistent with the governing documents or records of the Entity, and that such resolutions or requirements are current and have not been amended or rescinded.

1. That the Bank is designated as a depository institution for the Entity and that by execution and delivery of this Resolution for Deposit Account the Entity will be bound by the Bank's deposit account agreement now existing or as may be amended. Any officer, agent or employee of the Entity is authorized to endorse for deposit any check, drafts or other instruments payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing.
2. That any one individual named below (a "Designated Representative") is authorized to open accounts on behalf of the Entity, to close any account or obtain information on any account. Any one Designated Representative may appoint others (an "Authorized Signer") to conduct transactions on an account by authorizing them to sign their name to the signature card.

Designated Representatives' Signatures	Printed Name	Title
	Melonie Bahr Monson	Mayor
	William C. Poe	City Manager
	Ricardo Quinones	City Clerk

3. That the Bank is authorized upon the signature of any one signer on a signature card to honor, pay and charge the account of the Entity, all checks, drafts, or other orders of payment, withdrawal or transfer of money for whatever purpose and to whomever payable.
4. That any one Designated Representative may appoint, remove or replace an Authorized Signer, enter into a night depository agreement, enter into an agreement for cash management services, enter into an agreement for treasury services or products, lease a safe deposit box, enter into an agreement for deposit access devices, enter into an agreement for credit cards, enter into an agreement relating to foreign exchange and obtain foreign exchange services related thereto, or enter into any other agreements regarding an account of the Entity.
5. That any prior resolutions or requirements have been revoked or are no longer binding, and that this Resolution for Deposit Account applies to all accounts at the Bank and will remain in full force and effect until rescinded, replaced or modified in writing in a form acceptable to the Bank and after the Bank has had a reasonable time to act on such change.
6. That any transaction by an officer, employee or agent of the Entity prior to the delivery of this Resolution for Deposit Account is hereby ratified and approved.

	WILLIAM C POE	01/13/2025
Signature (Corporate Secretary/Custodian of Records)	Printed Name	Date

FOR BANK USE ONLY

Prepared By D43740 Center 8770201 Bank Number 506 State FL Date 12/20/2024

Forward to: Centralized Document Scanning Operations M/C 100-99-15-11



TRUIST SIGNATURE CARD (FLORIDA)

NAME AND ADDRESS OF DEPOSITOR			
ACCOUNT NUMBER	OWNERSHIP DESIGNATION	ACCOUNT OPENING DATE	REVISED CARD DATE

Opened/Updated By _____ Approved By _____ Branch Location _____

IDENTIFICATION			
Type of ID _____	Issued By _____	ID Number _____	Expiration Date _____ Date of Birth _____
Second Type of ID _____	Issued By _____	ID Number _____	Expiration Date _____
Employer _____	Cell Phone Number (____) _____	Home Phone Number (____) _____	
Address as listed on ID _____		Work Phone Number (____) _____	

IDENTIFICATION			
Type of ID _____	Issued By _____	ID Number _____	Expiration Date _____ Date of Birth _____
Second Type of ID _____	Issued By _____	ID Number _____	Expiration Date _____
Employer _____	Cell Phone Number (____) _____	Home Phone Number (____) _____	
Address as listed on ID _____		Work Phone Number (____) _____	

Check Appropriate Box for Depositor

☐ Individual / Sole Proprietor / single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate ☐ Limited Liability Company

Enter the tax classification (C = C corporation , S = S corporation, P = Partnership) ☐

Note: Check the appropriate box in line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (See Instructions.) _____

Exemptions: See Instructions Exempt Payee code (if any) ☐ Exemption from FATCA reporting code (if any) ☐ N/A (applies to accounts maintained outside the U.S.)

Certification - Under penalties of perjury, I, as authorized agent of the Depositor certify that:

1. The Depositor's correct taxpayer identification number is printed below (or the Depositor is waiting for a number to be issued), and

2. The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding, and

3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and

4. The FATCA codes(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the Depositor has been notified by the IRS that the Depositor is currently subject to back withholding because the Depositor has failed to report all interest and dividends on the Depositor's tax return.

Form W-9 Instructions. Instructions to the Form W-9, including definitions, are available upon request.

Complete as applicable - only one beneficiary permitted if an entity.

Name of Beneficiary: _____	SSN/EIN: _____	Relationship: _____
Address of Beneficiary: _____		
ID: _____		
Name of Beneficiary: _____	SSN/EIN: _____	Relationship: _____
Address of Beneficiary: _____		
ID: _____		
Name of Beneficiary: _____	SSN/EIN: _____	Relationship: _____
Address of Beneficiary: _____		
ID: _____		

BUSINESS ACCOUNTS

By my/our signature below, I/We certify that: (1) I/We have received the "Commercial Bank Services Agreement" and the "Business Deposit Accounts Fee Schedule" and on behalf of the Depositor agree to the terms of each document; and (2) I/We give consent to verify my/our credit references.

Please sign beside the Printed Name(s) only. If signature line does not have a Printed Name, then a signature is not required on that line.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications in the box above which are required to avoid backup withholding.

TIN of Depositor	Printed Name of Depositor	Printed Name/Title	DATE
		Melonie Bahr Monson / Mayor	
TIN of Signer	Printed Name of Signer		DATE

TRUIST SIGNATURE CARD ADDENDUM (FLORIDA)

This addendum is made part of the signature card attached herewith for the sole purpose of permitting additional signers thereto.

ACCOUNT NUMBER	OWNERSHIP DESIGNATION	ACCOUNT OPENING DATE	REVISED CARD DATE
----------------	-----------------------	----------------------	-------------------

Opened/Updated By _____ Approved By _____ Branch Location _____

IDENTIFICATION

Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____ Date of Birth _____

Second Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____

Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____

Address as listed on ID _____ Work Phone Number (____) _____

IDENTIFICATION

Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____ Date of Birth _____

Second Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____

Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____

Address as listed on ID _____ Work Phone Number (____) _____

IDENTIFICATION

Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____ Date of Birth _____

Second Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____

Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____

Address as listed on ID _____ Work Phone Number (____) _____

Complete as applicable - only one beneficiary permitted if an entity.

Name of Beneficiary: _____ SSN/EIN: _____ Relationship: _____

Address of Beneficiary: _____

ID: _____

Name of Beneficiary: _____ SSN/EIN: _____ Relationship: _____

Address of Beneficiary: _____

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TIN of Signer	Printed Name		DATE
	RICARDO QUINONES		
TIN of Signer	Printed Name		DATE
TIN of Signer	Printed Name		DATE

TRUIST SIGNATURE CARD (FLORIDA)

NAME AND ADDRESS OF DEPOSITOR			
ACCOUNT NUMBER	OWNERSHIP DESIGNATION	ACCOUNT OPENING DATE	REVISED CARD DATE

Opened/Updated By _____ Approved By _____ Branch Location _____

IDENTIFICATION			
Type of ID _____	Issued By _____	ID Number _____	Expiration Date _____ Date of Birth _____
Second Type of ID _____	Issued By _____	ID Number _____	Expiration Date _____
Employer _____	Cell Phone Number (____) _____	Home Phone Number (____) _____	
Address as listed on ID _____		Work Phone Number (____) _____	

IDENTIFICATION			
Type of ID _____	Issued By _____	ID Number _____	Expiration Date _____ Date of Birth _____
Second Type of ID _____	Issued By _____	ID Number _____	Expiration Date _____
Employer _____	Cell Phone Number (____) _____	Home Phone Number (____) _____	
Address as listed on ID _____		Work Phone Number (____) _____	

Check Appropriate Box for Depositor

☐ Individual / Sole Proprietor / single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate ☐ Limited Liability Company

Enter the tax classification (C = C corporation , S = S corporation, P = Partnership) ☐

Note: Check the appropriate box in line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (See Instructions.) _____

Exemptions: See Instructions Exempt Payee code (if any) ☐ Exemption from FATCA reporting code (if any) ☐ N/A (applies to accounts maintained outside the U.S.)

Certification - Under penalties of perjury, I, as authorized agent of the Depositor certify that:

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3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and

4. The FATCA codes(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the Depositor has been notified by the IRS that the Depositor is currently subject to back withholding because the Depositor has failed to report all interest and dividends on the Depositor's tax return.

Form W-9 Instructions. Instructions to the Form W-9, including definitions, are available upon request.

Complete as applicable - only one beneficiary permitted if an entity.

Name of Beneficiary: _____	SSN/EIN: _____	Relationship: _____
Address of Beneficiary: _____		
ID: _____		
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Address of Beneficiary: _____		
ID: _____		
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Address of Beneficiary: _____		
ID: _____		

BUSINESS ACCOUNTS

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TIN of Depositor	Printed Name of Depositor	Printed Name/Title	DATE
		Melonie Bahr Monson / Mayor	
TIN of Signer	Printed Name of Signer		DATE

TRUIST SIGNATURE CARD ADDENDUM (FLORIDA)

This addendum is made part of the signature card attached herewith for the sole purpose of permitting additional signers thereto.

ACCOUNT NUMBER	OWNERSHIP DESIGNATION	ACCOUNT OPENING DATE	REVISED CARD DATE
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Opened/Updated By _____ Approved By _____ Branch Location _____

IDENTIFICATION

Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____ Date of Birth _____

Second Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____

Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____

Address as listed on ID _____ Work Phone Number (____) _____

IDENTIFICATION

Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____ Date of Birth _____

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Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____

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Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____

Address as listed on ID _____ Work Phone Number (____) _____

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Name of Beneficiary: _____ SSN/EIN: _____ Relationship: _____

Address of Beneficiary: _____

ID: _____

Name of Beneficiary: _____ SSN/EIN: _____ Relationship: _____

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BUSINESS ACCOUNTS

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TIN of Signer	Printed Name		DATE
---------------	--------------	--	------

TIN of Signer	RICARDO QUINONES Printed Name		DATE
---------------	----------------------------------	--	------

TIN of Signer	Printed Name		DATE
---------------	--------------	--	------

TRUIST SIGNATURE CARD (FLORIDA)

NAME AND ADDRESS OF DEPOSITOR			
ACCOUNT NUMBER	OWNERSHIP DESIGNATION	ACCOUNT OPENING DATE	REVISED CARD DATE

Opened/Updated By _____ Approved By _____ Branch Location _____

IDENTIFICATION			
Type of ID _____	Issued By _____	ID Number _____	Expiration Date _____ Date of Birth _____
Second Type of ID _____	Issued By _____	ID Number _____	Expiration Date _____
Employer _____	Cell Phone Number (____) _____	Home Phone Number (____) _____	
Address as listed on ID _____		Work Phone Number (____) _____	

IDENTIFICATION			
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Second Type of ID _____	Issued By _____	ID Number _____	Expiration Date _____
Employer _____	Cell Phone Number (____) _____	Home Phone Number (____) _____	
Address as listed on ID _____		Work Phone Number (____) _____	

Check Appropriate Box for Depositor	
☐ Individual / Sole Proprietor / single-member LLC	☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate ☐ Limited Liability Company
Enter the tax classification (C = C corporation , S = S corporation, P = Partnership) ☐	
Note: Check the appropriate box in line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
☐ Other (See Instructions.) _____	
Exemptions: See Instructions Exempt Payee code (if any) ☐ Exemption from FATCA reporting code (if any) ☐ N/A (applies to accounts maintained outside the U.S.)	
Certification - Under penalties of perjury, I, as authorized agent of the Depositor certify that:	
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Certification Instructions. You must cross out item 2 above if the Depositor has been notified by the IRS that the Depositor is currently subject to back withholding because the Depositor has failed to report all interest and dividends on the Depositor's tax return.	
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Complete as applicable - only one beneficiary permitted if an entity.		
Name of Beneficiary: _____	SSN/EIN: _____	Relationship: _____
Address of Beneficiary: _____		
ID: _____		
Name of Beneficiary: _____	SSN/EIN: _____	Relationship: _____
Address of Beneficiary: _____		
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BUSINESS ACCOUNTS

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TIN of Depositor	Printed Name of Depositor	Printed Name/Title	DATE
		Melonie Bahr Monson / Mayor	
TIN of Signer	Printed Name of Signer		DATE

TRUIST SIGNATURE CARD ADDENDUM (FLORIDA)

This addendum is made part of the signature card attached herewith for the sole purpose of permitting additional signers thereto.

ACCOUNT NUMBER	OWNERSHIP DESIGNATION	ACCOUNT OPENING DATE	REVISED CARD DATE
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Opened/Updated By _____ Approved By _____ Branch Location _____

IDENTIFICATION

Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____ Date of Birth _____

Second Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____

Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____

Address as listed on ID _____ Work Phone Number (____) _____

IDENTIFICATION

Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____ Date of Birth _____

Second Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____

Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____

Address as listed on ID _____ Work Phone Number (____) _____

IDENTIFICATION

Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____ Date of Birth _____

Second Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____

Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____

Address as listed on ID _____ Work Phone Number (____) _____

Complete as applicable - only one beneficiary permitted if an entity.

Name of Beneficiary: _____ SSN/EIN: _____ Relationship: _____

Address of Beneficiary: _____

ID: _____

Name of Beneficiary: _____ SSN/EIN: _____ Relationship: _____

Address of Beneficiary: _____

ID: _____

Name of Beneficiary: _____ SSN/EIN: _____ Relationship: _____

Address of Beneficiary: _____

ID: _____

BUSINESS ACCOUNTS

By my/our signature below, I/We certify that: (1) I/We have received the "Commercial Bank Services Agreement" and the "Business Deposit Accounts Fee Schedule" and on behalf of the Depositor agree to the terms of each document; and (2) I/We give consent to verify my/our credit references.

Please sign beside the Printed Name(s) only. If signature line does not have a Printed Name, then a signature is not required on that line.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications in the box above which are required to avoid backup withholding. X #

TIN of Signer	Printed Name		DATE
TIN of Signer	RICARDO QUINONES Printed Name		DATE
TIN of Signer	Printed Name		DATE

CITY MANAGER'S REPORT 3.1

Zephyrhills Photo Contest Winner

Issue:

Background:

Attachment(s):

None

Fiscal Impact:

Staff Recommendation: