



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, February 10, 2025
6:00 PM**

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

<https://meet.goto.com/855960693>

or dial in using your phone:

+1 (646) 749-3122- Access Code: 855-960-693

(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 — Pastor Carlos Gomez

Pledge of Allegiance —

CITIZEN COMMENTS

- 1 Devin Pollay - 4029 Peaceful Lane

MAYOR

- 1 Students Working Against Tobacco [S.W.A.T.] - Thank you to Council
- 2 Florida Rural Water Association - Appreciation of Support
- 3 Black History Month Proclamation
 1. 2025 Black History Month Proclamation

1. CONSENT ITEMS

- 1.1 Approval of Regular Meeting Minutes - January 27, 2025
 1. M01.27.2025
- 1.2 Approval of Task Assignment JE 25-02, Wastewater Equalization Tank Design by Jones Edmunds
 1. 2025-01-09-PE-CON-Zephyrhills-35-18-03-JE-25-02
- 1.3 Approval of Task Order to RCM Utilities for Lift Station 28 Resiliency Improvements
 1. RCM_ZHills_LS-28_Proposal
- 1.4 Appointment of New Airport Authority Board Member
- 1.5 Approval of Outside Utility Services - Scott James Hickox
Agreement 45-25-03
 1. 45-25-03 Utility Service - James Scott Hickox
- 1.6 Approval of AD Morgan Construction Easement
Agreement 16-25-01
 1. Construction Easement - AD Morgan Landfill (31997317v2)
2. FINANCE DIRECTOR'S REPORT
 - 2.1 Request to change part-time position to full-time
3. PLANNING DIRECTOR'S REPORT
 - 3.1 Planning Report - Indoor storage / outdoor storage code recommendations
 1. Indoor Storage Location Map
 2. Existing Mini-warehouse Std's
 3. Large Retail Design Std's
 4. Indoor Storage Example
4. CITY MANAGER'S REPORT
 - 4.1 Request a Date for Mayor's Caucus
 - 4.2 Public Records Exemption - Municipal Clerks
First Reading Resolution No. 846-25 " **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE. "**
 1. Resolution 846-25 Public Records Exemption - DRAFT

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

5. NOTED ITEMS

- 5.1 RCM Utilities Emergency Work at the Water Tower
 - 1. RCM Emergency Water Tower Work
- 5.2 Hidden River Lift Station Deed
 - 1. 33-25-01 Hidden River Lift Station Deed

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

Devin Pollay - 4029 Peaceful Lane

Issue:

Background:

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

City Council Meeting
February 10, 2025

Information Only

MAYOR 1

Students Working Against Tobacco [S.W.A.T.] - Thank you to Council

Issue:

The Pasco County Students Working Against Tobacco are grateful to Council for taking action and adopting Ordinance No. 1494-24.

Background:

On May 13, 2024 at the regular City Council Meeting Pasco County Students Working Against Tobacco petitioned to City Council the benefits of an ordinance creating Tobacco-Free Parks in the City of Zephyrhills. This led to the creation of Ordinance No. 1494-24 making for a Smoking Ban at City parks and no vaping in City facilities.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

N/A



PROCLAMATION

WHEREAS, Dr. Carter G. Woodson, an esteemed historian, author, and journalist, established Negro History Week in 1926, which later expanded into Black History Month, officially recognized nationwide since 1976; and

WHEREAS, Black History Month serves as an opportunity to acknowledge, honor, and celebrate the contributions of Black Americans who have shaped the social, economic, cultural, and political landscape of our nation and the City of Zephyrhills; and

WHEREAS, Black Americans have played an essential role in shaping our local and national identity, working to ensure justice, equality, and opportunity for future generations; and

WHEREAS, the City of Zephyrhills acknowledges the resilience, leadership, and achievements of Black individuals who have strengthened our community through their dedication, perseverance, and commitment to progress; and

WHEREAS, Black History Month is a time for all Americans to remember the stories and teachings of those who helped build our nation, took a stance against prejudice to build lives of dignity and opportunity, advanced the cause of civil rights, strengthened families and communities; and

WHEREAS, during Black History Month 2025, the City of Zephyrhills proudly recognizes the outstanding contributions of Black residents, leaders, educators, and entrepreneurs who have made a lasting impact on our city and beyond;

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

Black History Month

in the City of Zephyrhills and encourage all residents to join in honoring the many contributions made by Black Americans, while continuing to promote unity, understanding, and progress in our community.

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 10th day of February 2025.

Melonie Bahr Monson, Mayor

Attest: _____
Ricardo Quiñones, City Clerk

CONSENT ITEMS 1.1

Approval of Regular Meeting Minutes - January 27, 2025

Issue:

The City Council of the City of Zephyrhills held a regular meeting on January 27, 2025.

Background:

The minutes from that meeting were taken for City Council's review and approval.

Attachment(s):

1. M01.27.2025

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval.

REGULAR CITY COUNCIL MEETING

A Regular City Council Meeting was held on January 27, 2025 at 6:00 PM in the Council Chambers of City Hall and Via GoToMeeting (646) 749-3122 - Access Code: 659-532-805.

Council President Kenneth M. Burgess Jr. called the meeting to order at 6:08 PM

Roll call was taken. Present were members Lance Smith, 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.

Staff present: Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, Building Official Calvin Switzer, Lieutenant Hillen, Principal Planner Rodney Corriveau, Code Enforcement Officer Joel Bacon and City Clerk Ricardo Quinones. Utilities Director John Bostic III attended virtually.

The Invocation was led by Pastor Ken Ringeisen

The Pledge of Allegiance followed.

CITIZEN COMMENTS

Vicki Wiggins - 8550 5th Ave - Chamber of Commerce - Spoke from the floor. Mrs. Wiggins Vicki Wiggins invited the Council to an East Pasco Chamber of Commerce event, the VIP party, and the upcoming Pigz in Z'Hills BBQ & Blues Festival. She also expressed appreciation for the newly completed mural in downtown Zephyrhills, which was a collaboration between CRA and Main Street.

MAYOR

1 First Presbyterian Church - Certificate of Appreciation
Pastor Denise Lay of First Presbyterian Church presented a certificate of appreciation to Mayor Melonie Bahr Monson for her contributions to the community, particularly her efforts in restocking food pantries after Hurricane Milton.

2 Presentation of awards to photo contest winners
Public Information Officer Kevin Wiess announced the winners of the 2025 Zephyrhills Photo Contest. The top three photographers were recognized, and their winning photos were submitted to the Florida City and County Management Association (FCCMA) for a statewide contest.

3 Mayor's Youth Council Introduction
Mayor Monson introduced the Mayor's Youth Council. The council members introduced themselves and shared their backgrounds. Youth Councilmember Na-Kowa Ryals outlined their first project, the Positive Message Project. The initiative involves collecting and distributing handwritten notes to assisted living facilities, hospice centers, and deployed military personnel to spread positivity. Council members encouraged support from community organizations, churches, and schools.

CONSENT ITEMS

- 1.1 Approval of Regular Meeting Minutes - January 13, 2025
- 1.2 Approval of Meadowood Stormwater Pump Improvements
- 1.3 Innovative Technologies Grant with the FDEP Agreement 24-25-02
- 1.4 Public Transportation Grant Agreement Wetland Mitigation - Florida Department of Transportation
- 1.5 Airport Task Order #7 - Jacobs
- 1.6 Approval of Outside Utility Services - End Game Property Management LLC Agreement 45-25-02

Charlie Proctor motioned to approve all consent items as presented. Seconded by Lance Smith. Motion Passed, 5-0.

2. PLANNING DIRECTOR'S REPORT

2.1 Planning Report for N. 301 Visioning
Planning Director Todd Vande Berg summarized the results of the North 301 Visioning Workshop. Tammy Verana presented findings and a conceptual vision plan for the area. The discussion covered:

- Mixed-use development along US-301, focusing on retail, office, and hospitality, with limited residential use.
- Roadway connectivity and the inclusion of backage roads to reduce direct access onto US-301.
- Stormwater and park improvements, including a potential regional stormwater facility.

- Future land use changes, including the proposed Zephyr Veil district.
- Consideration of Planned Unit Development (PUD) zoning to guide the area’s growth.

Council discussed potential incentives for developers, the preservation of mature trees, and site-specific planning requirements. Council directed Staff to continue refining the proposed land use category and to prepare necessary ordinances for upcoming developments, including a conditional use request for a hotel project.

3. CITY MANAGER'S REPORT

3.1 ZEDC Quarterly Update

Dr. Randy Stovall presented a medical industry report by Dr. Neely. The report reinforced many of the improvements made in the City. Discussion followed.

3.2 Code Enforcement Discussion

City Manager William Poe provided an overview of the Code Enforcement process, discussing the reclassification of certain roles to improve efficiency and answered questions that Council provided. Council requested a follow-up discussion in six months to review progress.

3.3 2025 State Appropriation Project Funding Requests

City Manager Poe outlined funding requests, including the 9th Avenue Pond, Meadowood generator, airport tower, and Zephyr Park improvements. Council discussed adding the Zephyr Creek Shed project but agreed to explore alternate funding sources for it.

4. CITY ATTORNEY'S REPORT

- 4.1 Municipal Association of Pasco (MAP) Meeting February 06, 2025 - San Antonio First Reading **RESOLUTION NO. 845-25 - " 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. 845-25 by title.
Lance Smith motioned to Approve Resolution No. 845-25 on the First Reading. Seconded by Jodi Wilkeson. Motion Passed, 5-0.

MAYOR ANNOUNCEMENTS

Mayor Monson announced a collaboration with the East Pasco Chamber of Commerce to introduce a boot camp-style utilities training program to address job vacancies. She thanked Planning Director Todd Vande Berg for prioritizing Geiger Road improvements and commended Utilities staff for their quick response to a recent pipe break.

CITY MANAGER ANNOUNCEMENTS - NONE

CITY ATTORNEY ANNOUNCEMENTS – NONE

CITY COUNCIL COMMENTS

- **Steven Spina:** No comments.
- **Charles Proctor:** Expressed gratitude for the Mayor’s Youth Council.
- **Jodi Wilkeson:** Inquired about missing speed sensor signs and thanked Public Works for addressing SeeClickFix tickets.
- **Lance Smith:** Thanked the Mayor and Youth Council, emphasized the need for further Geiger Road improvements, and acknowledged Amber Smith from SWFWMD and Clyde Bracknell. He requested a storm preparedness follow-up.
- **Kenneth Burgess:** Thanked Amber Smith from SWFWMD for communicating with residents.

5. NOTED ITEMS

- 5.1 Work Order CED24-09 Approval-Take 5 Oil Change engineering review services from Cornelison Engineering.
- 5.2 Work Order CED24-10 Approval-Tyson Townhomes Engineering review services from Cornelison Engineering.
- 5.3 Work Order 25-168 Approval-Kimley-Horn 12th Street and North Avenue Intersection Evaluation.

ADJOURN 8:28 PM

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.2

Approval of Task Assignment JE 25-02, Wastewater Equalization Tank Design by Jones Edmunds

Issue:

The City of Zephyrhills intends to add an Equalization Basin (EQ)/Master Lift Station at the water reclamation facility (WRF) just upstream of the plant headworks. All the influent flow will be collected at the EQ and then pumped to provide a constant flow rate to downstream physical and biological processes.

Background:

This design requires sizing the EQ basin, pumps, piping, and ancillary equipment to meet the average annual daily flow (AADF) of 4.5 MGD with a peak demand of 11.25 MGD. It is anticipated that Pumping from the EQ basin to downstream processes will be continuous. This upgrade will require a minor modification to the wastewater treatment plant operating permit, as well as other minor upgrades to support the new EQ basin. This will allow the City to maximize the flexibility and operations of the plant, relieve pumping requirements for lift stations discharging to the WRF, all while providing flow equalization to improve the performance of the downstream processes.

Attachment(s):

1. 2025-01-09-PE-CON-Zephyrhills-35-18-03-JE-25-02

Fiscal Impact:

This TA is in the amount of \$340,000.00 and is currently budgeted. The construction dollars will be requested in the next FY budget approval process.

Staff Recommendation:

It is recommended by staff to the City Council to approve this TA as presented.

THE CITY OF ZEPHYRILLS, FLORIDA
EXHIBIT F – TASK ASSIGNMENT JE 25-02
JONES EDMUNDS OPPORTUNITY NO. 95357-314-24
WASTEWATER EQUALIZATION BASIN

PURPOSE

This is a Task Assignment under the Professional Services – City-Wide Services Contract dated June 11, 2018, between The City of Zephyrhills, Florida (City) and Jones Edmunds & Associates, Inc. (Consultant) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide engineering services when, and as authorized by, the City’s representative, when deemed necessary.

METHOD OF COMPENSATION

Payment shall be in accordance with the June 11, 2018, Contract. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the work as described herein shall be on a lump-sum basis as identified below and shall not exceed three hundred forty-four thousand one hundred fifty-four dollars (\$344,154) payable at the rates attached hereto. At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment amendment.

STANDARD OF CARE

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

PROCESS

The following Task Assignment Process shall be followed when engineering services are required. The Consultant shall provide a complete and detailed proposal to include materials and labor and shall submit its proposal in the following format to the City for review, revision, and approval.

The Consultant, at minimum, shall be required to provide the following detail in its proposal:

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

These Attachments to this Exhibit F are required for a complete Task Assignment.

ATTACHMENT 1-SCOPE OF SERVICES

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

WASTEWATER EQUALIZATION BASIN

BACKGROUND

The City of Zephyrhills intends to add an Equalization Basin (EQ)/Master Lift Station at the water reclamation facility (WRF) just upstream of the plant headworks. All the influent flow will be collected at the EQ and then pumped to provide a constant flow rate to downstream physical and biological processes. This design requires sizing the EQ basin, pumps, piping, and ancillary equipment to meet the average annual daily flow (AADF) of 4.5 MGD with a peak demand of 11.25 MGD. It is anticipated that Pumping from the EQ basin to downstream processes will be continuous. This upgrade will require a minor modification to the wastewater treatment plant operating permit, as well as other minor upgrades to support the new EQ basin. This will allow the City to maximize the flexibility and operations of the plant, relieve pumping requirements for lift stations discharging to the WRF, all while providing flow equalization to improve the performance of the downstream processes.

The project includes:

- Evaluating flows, plant hydraulics, plant process, process instrumentation and control, and regulatory evaluation.
- Installing an EQ basin, pump station and associated appurtenances.
- Upgrading the electricals and control systems as required to support the new EQ basin and pump station.
- Modifications as may be required to existing piping.

SCOPE OF WORK

The Scope of Work includes preliminary/Basis of Design memorandum, 30%, 60%, and 90%/Bid documents, along with bidding and construction-phase services as described below.

TASK 1 – PRELIMINARY ENGINEERING

TASK 1.1 KICK-OFF MEETING

The Consultant will prepare an agenda and conduct a Kick-off Meeting with City staff to identify project goals and discuss the critical aspects of the project to meet the City's expectations. The Consultant and City will work together to outline the project milestones and develop a schedule for the work activities. The meeting is anticipated to be held at the City's offices. A project site visit may follow the office meeting.

TASK 1.2 BASIS OF DESIGN MEMORANDUM-HYDRAULIC FLOW ANALYSIS

Consultant will review hydraulic flows through the WRF using historical Discharge Monitoring Reports (DMRs), and historical hourly flows using data provided by the City. From this review, the Consultant will size the Equalization Basin (EQ)/Master Lift Station, along with the pumps and piping required to maintain hydraulic flow through the WRF. Once this analysis has been completed the Consultant will prepare a Basis of Design Memorandum (BODM) that will present the findings and proposed improvements in a concise format as the basis for the design.

TASK 1.3 FIELD INVESTIGATIONS

The following field investigations will be conducted during the Preliminary Engineering Phase with the assumptions and exclusions noted.

TASK 1.3.1 SITE TOPOGRAPHIC SURVEY AND SUBSURFACE UTILITY ENGINEERING (SUE)

Consultant has contracted with DRMP to perform topographic survey and subsurface utility evaluation to locate underground utilities (piping, valves, electrical, I&C duct banks, etc.) in areas surrounding the headworks of the existing WRF. The SUE scope of work includes up to 20 test holes. Buried underground utilities will be recorded to include depth, pipe diameter or duct bank size, material. The subconsultant will prepare a table summarizing the buried infrastructure type, material, depth, coordinates, and show the test hole locations on the topographic survey.

TASK 1.3.2 GEOTECHNICAL ENGINEERING

Consultant has contracted with Tierra for a geotechnical investigation of the proposed equalization basin area. The purpose of the geotechnical study will be to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated: General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction. Allowable capacities and estimated foundation settlement for shallow foundations for the structure. Provide general geotechnical recommendations for the proposed construction.

To meet the preceding objectives, we will provide the following services: Conduct a visual reconnaissance of the project site. Locate and stake the boring locations at the site and coordinate utility clearance via Sunshine 811. Perform three (3) Standard Penetration Test (SPT) borings at the requested locations. The borings will be performed to a depth of 60 feet. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter. Visually examine recovered soil samples in the laboratory. Perform laboratory tests on selected representative samples to develop the soil legend for the project using the Unified Soil Classification System. Laboratory testing may include but not be limited to grain size analysis, Atterberg limits testing, moisture content testing and organic content testing. Environmental corrosion tests will also be performed on selected soil samples obtained from the borings to determine the site environmental classification. Measure the groundwater level at the boring locations. Estimate the seasonal high groundwater level at the boring

locations. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

TASK 1.3.3 STRUCTURAL ENGINEERING

Consultant has contracted with Wekiva Engineering (Wekiva) to provide structural engineering services for the new EQ Basin. These services for the design of the EQ Basin will entail the following: New Cast-in-place EQ basin with a sidewall height of +/-20 feet (area to be determined). Pile foundations will be designed if determined necessary in the Geotechnical Report. Design of an aerial crossing that connects the existing Headworks to the new EQ basin. Design of miscellaneous metal including walkways and railings. Design of miscellaneous pad foundations.

Wekiva will prepare drawings and specifications for the items described above. There are expected to be a total of 8 drawings along with divisions 2, 3, and 5 specifications. In addition, Wekiva will provide opinions of probable cost of construction for the structural elements at each milestone. In addition, Wekiva staff will virtually attend review meetings at each project milestone.

Deliverables: Consultant will prepare a draft Hydraulic Flows Analysis BODM to be submitted to the City for review and comment. Subconsultant deliverables will be incorporated into design documents.

TASK 2 – 30% DESIGN

Consultant will furnish the labor, materials, and equipment necessary to develop a 30% Design. The 30% Design will establish the requirements of and elements to be included in the final design. For this task, the Consultant will design:

- Site layout of drainage and yard piping improvements required for the new EQ basin, pump station and associated appurtenances.
- Develop plan view of subsurface EQ basin on the WRF site.
- Coordinate the existing hydraulic design with the new equalization basin.
- Plan view layout of structural design documents for the new EQ basin, pump station and associated appurtenances.
- Plan view layout of electrical, I&C and SCADA documents for the new EQ basin, pump station and associated appurtenances.
- Develop opinion of probable cost based on the Association for the Advancement of Cost Engineering guidelines (AACE).

30% DESIGN SUBMITTAL

The 30% Design will include the items listed below and will be submitted to the City for review and comment.

- Develop 30% drawings of the new EQ basin, pump station and associated appurtenances. Provide narrative of details of proposed connections, routing requirements, and proposed design elements (e.g., piping and valves).
- Develop a preliminary opinion of probable construction cost. AACE, Class 3, -20% to +30% range.

- BDR revised and updated to City comments.

Deliverables: The Consultant will submit one electronic copy of the 30% Design to the City in portable document format (pdf). A virtual review meeting will be held to review the submittal content and review/resolve any areas of concern. The Consultant will provide an agenda and meeting minutes summarizing the findings of the meeting.

TASK 2 – 60% DESIGN

The Consultant will furnish the labor, materials, and equipment necessary to develop the 60% Design documents. For this task, the Consultant will further develop the 30% design elements as follows:

- More detailed site layout of drainage and yard piping improvements required for the new EQ basin, pump station and associated appurtenances.
- Develop plan view of EQ basin on the WRF site.
- Further developed hydraulic design with the new equalization basin.
- Development of section views with more detailed plan view layout of structural design documents for the new EQ basin, pump station and associated appurtenances.
- More detailed layout of electrical, I&C and SCADA documents for the new EQ basin, pump station and associated appurtenances.
- Begin development of specifications create table of contents (TOC).

60% DESIGN SUBMITTAL

The 60% Design will include the items listed below and will be submitted to the City for review and comment. The Consultant will use its standard Construction Standards Institute 16-division format front-end documents and technical specifications for this project. The proposed 60% design specification Table of Contents (TOC) will be based on these documents.

- Updated 60% drawings.
- 60% specification TOC
- Updated 60% preliminary opinion of probable construction cost. AACE, Class 2, -15% to +20% range.

Deliverables: The Consultant will submit one electronic copy of the 60% Design documents to the City in pdf format. A virtual review meeting will be held to review the submittal content and review/resolve any areas of concern. The Consultant will provide an agenda and meeting minutes summarizing the findings of the meeting.

TASK 3 – 90% DESIGN

The Consultant will furnish the labor, materials, and equipment necessary to develop the Construction Drawings, Technical Specifications, and an opinion of probable construction cost.

The drawings will consist of General, Civil, Mechanical and Electrical Drawings. Attachment 1 presents the preliminary drawing list used as a basis for the fee estimate. The Consultant's

standard details and presentation will be used and will maintain compliance with the City's Utility Standards.

The Consultant will prepare the standard Construction Standards Institute 16-division format front-end documents and technical specifications for this project. The Consultant will customize its technical specifications based on comments from the City.

TASK 3.1 – 90% DESIGN SUBMITTAL

The Consultant will submit the 90% Design Submittal to the City for review and comment. The 90% Design Submittal will present the Consultant's proposed complete design pending the City's comments and will include drawings, front-end documents (based on City standards), technical specifications, an updated opinion of probable construction cost, and draft permit application packages.

Deliverables: The Consultant will provide to the City one electronic copy pdf format of the items indicated above for the 90% Design Submittal. A virtual review meeting will be held to review the submittal content and review/resolve any areas of concern. The Consultant will provide an agenda and meeting minutes summarizing the findings of the meeting.

TASK 3.2 – PERMITTING ASSISTANCE

The Consultant will conduct pre-application meetings with Florida Department of Environmental Protection (FDEP), to determine any specific design criteria, type of permits required, and permit application review fees. The Consultant is currently unaware of any required permits other than those identified below. Any required permitting identified during this pre-application process will be reported to the City and addressed as part of a contract amendment if required.

TASK 3.2.1 – FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) WATER/WASTEWATER WWTP OPERATIONAL (MINOR MODIFICATION) PERMIT APPLICATION

Consultant will prepare and submit FDEP Form (62-620.910-9), Notification and Application for A Minor Revision to a Wastewater Facility or Activity Permit and respond to up to one RAI. We assume that the City will pay the permit application fee of \$500.00, although they may have an exemption.

Deliverables: The Consultant will submit one electronic copy in pdf format of the draft permit application packages to the City for review and one electronic copy of the final permit application packages to the City for signature. The Consultant will collect the signed permit application package from the City and submit the application to the appropriate agencies. Upon receipt of the approved permit, this shall be included in the Final Design submittal documents.

TASK 4 – FINAL DESIGN

The Consultant will furnish the labor, materials, and equipment necessary to develop the drawings, technical specifications, and an opinion of probable construction cost to the Final Design (Bid Document) milestone.

The drawings and specifications will comply with the same criteria as defined under 90% Design submittal.

FINAL DESIGN SUBMITTAL

- After the 90% design review meeting, the Consultant will incorporate the City's review comments into the Final Design Submittal and issue the Final Design Submittal. The Final Design Submittal will include the drawings, front-end documents, technical specifications, a final opinion of probable construction cost (AACE, Class 1, -10% to +15% range).

Deliverables: The Consultant will provide the City Final Design documents (Bid Documents) and approved permit documents in pdf format for solicitation and advertisement.

TASK 5 – BIDDING SERVICES

To assist the City during a proposed 60-day bidding and award process for the project, the Consultant will:

- Provide electronic Bid Documents in pdf format to the City. The City will advertise the project; print, sell, distribute, and maintain distribution records of Bid Documents to the prospective bidders; and correspond with prospective bidders.
- Assist with one addendum to the Contract Documents, if required. The City will collect verbal and written questions from prospective bidders and decide if issuing an addendum is required. The Consultant will distribute responses to bidders' questions to the City electronically for the City to incorporate into the addendum. The City will prepare the addendum and distribute copies to the prospective bidders.
- Attend one pre-bid meeting with prospective bidders. The City will direct the meeting and develop and issue any minutes or addenda associated with the pre-bid meeting.
- The Consultant will review the bids received, prepare a bid tabulation, investigate the apparent low bidder's history, and develop a letter of bid evaluation.

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

A 9-month construction schedule is assumed for this project. A 9-month schedule would consist of a 1-month submittal and material acquisition period followed by 8 months of on-site activities. Material acquisition may fluctuate, which could require additional overall construction duration. The ESDC phase services budget is based on a 9-month construction schedule.

Construction administration is the office support required to complete the project and includes work items necessary to maintain the project's performance. The Consultant will provide the following limited construction-administration services:

- Prepare digitally signed and sealed Conformed Documents (plans and specifications), which will include addendums and other documents issued during the bid solicitation period.
- Receive, log, review, and issue comments for Requests for Information (RFI).
- Prepare, log, and issue Construction Field Orders (CFO), as requested by the City.
- Prepare, log, and issue responses to Proposed Contract Modifications (PCM).
- Review PCMs for conformance with the Contract Documents and make recommendations.

- Prepare, log, and issue Change Orders (CO).
- Prepare, log, and issue Notices of Non-Compliance.
- Attend up to nine monthly on-site construction progress meetings.
- Prepare agendas, sign-in sheets, and meeting minutes and distribute meeting minutes associated with the progress meetings to the Contractor and the City electronically.
- Receive, review, and file field correspondence.
- Coordinate construction activities and issues with the City's Inspector.
- Assist the City in reviewing pay applications.
- Set up and maintain project files. Files may include miscellaneous letters/emails, submittals, RFIs, pay applications, meeting minutes, CFOs, PCMs, COs, Notices of Non-Compliance, submittals, review of Contractor-supplied Operation and Maintenance (O&M) manuals, warranties, punch lists, and testing results.

SUBMITTAL REVIEW

The Consultant will receive, log, review, and issue comments on project submittals, including administrative submittals (i.e., construction schedules and work plans), shop drawings, and product data for the materials to be incorporated into the project warranties, samples, and O&M manuals. The Consultant expects 20 submittals for this project. This Scope of Services includes an initial review and one resubmittal review for the expected submittals. Submittals will be immediately returned to the Contractor if all deviations are not listed as requested on the project forms.

LIMITED CONSTRUCTION OBSERVATION

The Consultant will provide an Onsite Project Representative (OPR) during the 9-month period when on-site construction activities occur. The duties of the OPR will include:

- Visit the site not more than 1 day (8 hours per day) per week during on-site construction activities (up to 288 hours total) to assist the City in observing the Contractor's work and assist the City in monitoring that construction is being completed in accordance with the Contract Documents.
- Document testing, including coordinating with the Contractor in advance of scheduled tests.
- Take progress photographs to document construction progress.
- Work in partnership with the City to prepare an observation report after each on-site visit and record weather conditions, the day's activities, decisions, and other general observations.
- Confirm that materials delivered to the site are consistent with submitted materials.
- Report when clarifications and interpretations of the Contract Documents are necessary.

The City will provide the remaining full-time (as necessary) Construction Inspector to provide daily observation of the Contractor's work, including all OPR tasks described above. In addition to the tasks above, the City's Construction Inspector will track quantities placed, including stored materials, and verify the quantities billed on monthly pay applications. The City will submit daily observation reports and progress photographs to the Consultant weekly.

CONTRACT CLOSEOUT SERVICES

When the Contractor notifies the City/Consultant that the project is Substantially Complete, the Consultant will begin contract closeout, which includes:

- Conduct a Substantial Completion site visit with the City and the Contractor and provide a punch list (an initial list of items to be corrected or completed) to the Contractor and the City.
- Issue a Certificate of Substantial Completion to the City and the Contractor for signatures, with the final punch list attached.
- Conduct a Final Completion site visit with the City and the Contractor and document any remaining deficiencies.
- Assist the City with preparing, reviewing, and executing final documentation required by the Contract Documents for Final Completion.
- Review the Contractor's provided as-built Construction Drawings and CAD-based Record Drawings. This Scope of Services includes two reviews of the Record Drawings.
- Prepare and submit Certificate of Completion (COC) for FDEP Permit close-out.

EXCLUSIONS AND CONDITIONS

The following items are exclusions and conditions of this Scope of Services:

- This Scope of Work does not include permitting services other than those described herein.
- This project will not require design or permitting of stormwater systems.
- Wetland mitigation, design, and permitting are excluded from this Scope of Work.
- Environmental site assessments and threatened or endangered species, archaeological, or historical investigations are not expected to be necessary and are excluded from this Scope of Work.
RAIs from permitting agencies shall not result in changes to the design or construction methods. In the event that RAIs result in design and/or construction method changes, the Consultant will provide such redesign services through a modification to this Scope of Work.
- If unanticipated soils conditions and/or other unforeseen conditions are encountered, the Consultant will provide additional design services through a modification to this Scope of Work.
- The construction-phase services outlined in this Scope of Services assume that the City will provide an on-site Construction Inspector during construction during those times when the Consultant is not on site.

ATTACHMENT 1A-PRELIMINARY DRAWING LIST

DWG	TITLE
G-1	COVER SHEET
G-2	DRAWING INDEX AND DESIGNATION
G-3	GENERAL ABBREVIATIONS
G-4	GENERAL NOTES
G-5	PROCESS FLOW SCHEMATIC
G-6	HYDRAULIC PROFILE
D-1	DEMOLITION NOTES AND LEGEND
D-2	DEMOLITION KEY MAP
D-3	EXISTING YARD PIPING DEMOLITION PLAN
C-1	CIVIL LEGENDS
C-2	EXISTING CONDITIONS, KEY MAP, AND SOIL BORINGS
C-3	CIVIL KEY MAP
C-4	GEOMETRY PLAN, COORDINATE TABLE, SITE GRADING AND DRAINAGE PLAN
C-5	DETAILS AND SECTIONS
C-6	EROSION AND SEDIMENT CONTROL PLAN
C-7	EROSION AND SEDIMENT CONTROL NOTES
S-1	GENERAL STRUCTURAL NOTES
S-2	EQUALIZATION BASIN PLANS
S-3	EQUALIZATION BASIN SCHEDULES
S-4	EQUALIZATION BASIN FRAMING PLAN AND SECTIONS
S-5	EQUALIZATION BASIN DETAILS
S-6	MISCELLANEOUS SLABS
S-7	STRUCTURAL DETAILS
S-8	STRUCTURAL DETAILS
M-1	MECHANICAL LEGEND
M-2	PIPE SCHEDULE
M-3	MECHANICAL KEY MAP
M-4	YARD PIPING PLAN
M-5	EQUALIZATION BASIN PLAN
M-6	EQ TRANSFER PUMP STATION PLAN & SECTION
M-7	EQUALIZATION BASIN EQUIPMENT PLATFORM PLANS
M-8	MECHANICAL DETAILS
M-9	MECHANICAL DETAILS
E-1	ABBREVIATIONS/GENERAL NOTES
E-2	PLAN

DWG	TITLE
E-3	ONE-LINE
E-4	SCHEDULE
E-5	CONTROL NARATIVE
E-6	ELECTRICAL SYMBOLS
E-7	ELECTRICAL SITE PLAN
E-8	ELECTRICAL ONE LINE DIAGRAM
E-9	EQUALIZATION BASIN ELECTRICAL PLANS
E-10	PANEL SCHEDULES
E-11	ELECTRICAL DETAILS

ATTACHMENT 2-PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of Notice to Proceed and continue until the Scope of Work is completed and accepted by the City. This project shall maintain the schedule provided below. If the schedule is altered because of unforeseen delays (including extended City reviews), the Consultant shall notify the City's Project Manager immediately and a mutually agreeable revised schedule will be established. Please note that the schedule assumes the procurement of equipment can be done in a timely fashion. If equipment is delayed, additional milestones may be affected.

Milestone	Activity Duration (Days)	Days from NTP
DESIGN		
Submit 30% Design Submittal Package	60	60
Receive City's 30% Review Comments	10	70
Submit 90% Design Submittal Package	45	115
Receive City's 90% Review Comments	14	129
Submit Final Design Submittal Package	14	143
BIDDING		
City Prepares for Bid	30	173
City Receives Bids	30	203
CONSTRUCTION		
City Awards Construction Contract	30	233
City Issues Construction Notice to Proceed	5	238
City Procurement	90	328
City Issues Construction Substantial Completion	240	568
City Issues Construction Final Completion	30	598
City Closes Out Contract	20	618

ATTACHMENT 3-CONSULTANT'S PROJECT TEAM MEMBERS

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

The following is a list of proposed team members for this project. Any changes to the proposed project team will be coordinated in advance with the City's Project Manager.

Name	Title	Responsibility
Michael Clark, PE	Senior Engineer	Client Services Manager
Anthony Holmes, PE	Senior Engineer	Senior QAQC
Ken Fraser, PE	Project Engineer	Task Manager and Project Engineer
Gregg Fruecht	Senior Technician	Bidding Services Task Leader

ATTACHMENT 4-TOTAL COST FOR SERVICES

Based on the Scope of Work described in Attachment 1, the City will compensate the Consultant on a lump-sum fee (ESDC time and materials), percent-complete basis as follows:

Task	Labor	Expenses	Subconsultant	Total
Preliminary Engineering	\$44,220	\$900	\$76,850	\$121,970
Preliminary Design-30% Design	\$42,590	\$1,418		\$44,008
Final Design-60% Design	\$38,400	\$1,130		\$39,530
Final Design-90%/Bid Docs	\$48,770	\$1,116		\$49,886
Bid Phase Services	\$10,310	\$2,500		\$12,810
ESDC T&M	\$71,950	\$4,000		\$75,950
Total	\$246,640	\$11,064	\$76,850	\$344,154

ATTACHMENT 5-TRUTH IN NEGOTIATION CERTIFICATE

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

DATED this 9th day of Jan, 2025.

By: [Signature]
Stanley F. Ferreira, Jr., PE
President and CEO

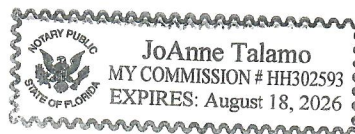
STATE OF FLORIDA
COUNTY OF ALACHUA

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

SWORN TO AND SUBSCRIBED before me on this 9th day of January, 2025, by Stanley F. Ferreira, Jr., PE. He is personally known to me.

NOTARY'S SIGNATURE AND SEAL:

[Signature: JoAnne Talamo]



COMMISSION SEAL/NUMBER: HH302593

SIGNATURE

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

OWNER:

The City of Zephyrhills, Florida

By: _____
Council President

Date Approved: _____

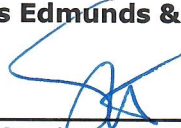
ATTEST:

By: _____
Ricardo Quinones, City Clerk

Date: _____

CONSULTANT:

Jones Edmunds & Associates, Inc.

By:  _____
Stanley F. Ferreira, Jr., PE
President & CEO

Afoley 1/9/25

CONSENT ITEMS 1.3

Approval of Task Order to RCM Utilities for Lift Station 28 Resiliency Improvements

Issue:

Approval of Task Order to RCM Utilities for Lift Station 28 Resiliency Improvements

Background:

Hurricanes Helene and Milton dumped an unprecedented amount of rain in and around Zephyrhills last year. Helene made landfall on September 26 dropping +/- 3 inches and Milton on October 9th with almost 12 inches of rain.

This has been a historical 500-year to a 1,000-year storm event.

All this rain flooded the entire Silverado Golf Course which included the location of the City's Lift Station 28. This is a major lift station for the surrounding communities and when the flooding happened, the LS was overcome by 4 feet of water.

Attachment(s):

1. RCM_ZHills_LS-28_Proposal

Fiscal Impact:

The cost of the project is \$211,930.35, which was not budgeted in FY 25. Because this expense is a result of a natural disaster, it is anticipated that FEMA will reimburse the costs. Should FEMA not reimburse, there is sufficient contingency in the wastewater budget to cover the resiliency project.

Staff Recommendation:

It is recommended to the City Council to approve this item as presented.



Construction & Maintenance

Date: 01/08/2025

To: City of Zephyrhills

RE: Lift Station 28

- Purpose
 - Task authorization for construction services as requested from John Bostic for the Rehabilitation at Lift Station 28.
- Compensation and Contract
 - A budget for the work as stated totaling \$211,930.35 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP (35-19-01)
 - Proposal includes Payment & Performance Bond
- Scope
 - Please refer to Estimate # 23366616

Owner:

City of Zephyrhills

Contractor:

RCM Utilities, LLC

A handwritten signature in black ink, appearing to read "Clayton Ruff".

By: _____

Clayton Ruff



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 23366616
Estimate Date 1/8/2025
Completion: 270 days from NTP

Billing Address
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542 USA

Job Address
Zephyrhills Lift Station 28
5335 8th St
Zephyrhills, FL 33542 United States

Description of work

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

Site Scope

- Supply, install and maintain a duplex diesel bypass pumping system to maintain flow while power is down.
- Remove the existing aluminum hatch doors and install the attached hatch covers onto the on top of the existing cover frame
- Remove and plug the wet well vent.
- Core the side of the wet well and install a new vent line off to the side and out of the way.
- Remove the existing generator and transfer switch and store at the WWTP
- Design, fabricate and install new, 4 feet high, aluminum platform with aluminum panel rack system, stairs, handrails in front of the relocated control panel, transfer switch, on the gen set sides.
- Pour a concrete slab to support a new engineered aluminum panel walkway platform rack system
- Pour a new elevated concrete base for the generator 2 feet over grade, this will allow roughly 2' of flooding freeboard from tank fill port and vent.

Electrical Scope

- Install a new electrical service line from the existing pole mounted transformers and eliminate the ground level junction box in front of the panel.
- Install a temporary meter can and disconnect on a temporary panel rack system.
- Relocate the existing control panel and disconnect to the temporary rack to operate the lift station during reconstruction.
- Install new pump cables with potted ends on the existing pumps and floats to allow for the additional height.
- Install new aluminum meter base, SS disconnect, and a new SS junction box.
- Install the existing control panel and transfer switch on the new aluminum panel rack system.
- Install all new conduits and wiring.

Site Restoration

- Re-Set Generator and Automatic Transfer Switch
- Modify & restore the existing fence if needed.
- Re-start up and walk through with RCM and City to verify all operations

Notes

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Performance & Payment bond included in proposal.
- A temporary fence will be installed during all construction.
- City to supply portable generator and connect to the control panel during all work for back up.
- Site restoration to include back fill and compact only. Sod and seed by others.
- City to suck and clean we well.

Sub-Total	\$211,930.35
Tax	\$0.00
Total Due	\$211,930.35
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in

and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.

2. **Warranty.** The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.

3. **Payment.** The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

4. **Time.** The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. **Permits and Approvals.** The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. **Contract Documents.** Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. **Termination.** The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. **Governing Law; Venue; Attorney Fees.** This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. **Assignment; Subcontractors.** This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. **Hazards.** The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. **Insurance; Beneficiaries.** The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. **Consequential Damages.** The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to all Page 31 of 81

constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

**Water & Wastewater Misc Construction/Maintenance Services
Labor/Equipment Rates Form**

Customer: City of Zephyrhills

Project: Lift Station 28

LABOR RATES	RATES		ENTER	SUBTOTAL	ENTER	SUBTOTAL	LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	#WORKING HOURS	#WORKING HOURS	#AFTER HOURS	#AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	100	\$ 5,000.00		\$ -	\$ 5,000.00
Foreman	\$ 75.00	\$ 113.00	100	\$ 7,500.00		\$ -	\$ 7,500.00
Helper - Labor Only	\$ 35.00	\$ 53.00	100	\$ 3,500.00		\$ -	\$ 3,500.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	20	\$ 1,000.00		\$ -	\$ 1,000.00
Backflow Technician	\$ 40.00	\$ 60.00	0	\$ -		\$ -	
LABOR RATES TOTAL							\$ 17,000.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00	50.00	\$ 800.00		\$ 2,400.00		\$ 9,600.00		\$ 4,150.00
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
Vac Truck - 2 Man Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00	50.00	\$ 250.00		\$ 650.00		\$ 2,600.00		\$ 2,250.00
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon	50.00							225
13000 Watt Generator	\$ 250.00	\$ 40.00	40.00	\$ 170.00		\$ 850.00		\$ 3,400.00		\$ 1,850.00
Infiltrator MH Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		
Metal Fabrication/Welding Lead Man	\$ 150.00	\$ 75.00	80.00	\$ 750.00		\$ 3,750.00		\$ 15,000.00		\$ 6,150.00
Metal Fabrication/Welder	\$ 150.00	\$ 65.00	80.00	\$ 650.00		\$ 3,250.00		\$ 13,000.00		\$ 5,350.00
Sand Blast Trailer Rig with Crew	\$ 250.00	\$ 295.00		\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
EQUIPMENT RATES TOTAL										\$ 19,975.00

MATERIAL RATES	% Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	63837	\$ 15,959.25	\$ 79,796.25
Materials from Stock	25%	12,680.00	\$ 3,170.00	\$ 15,850.00
Subcontract Labor	20%	62628	\$ 12,525.60	\$ 75,153.60
MATERIAL RATES TOTAL				\$ 170,799.85
SUBTOTAL				\$ 207,774.85
GRAND TOTAL				\$ 211,930.35

PERFORMANCE & PAYMENT BOND	(Yes/No)	Yes	2%
----------------------------	----------	-----	----

Company Name: RCM Utilities, LLC

Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: _____

Date: _____

CONSENT ITEMS 1.4

Appointment of New Airport Authority Board Member

Issue:

Seat 1 of the Airport Authority left vacant due to the passing of Dan Evans.

Background:

The Airport Authority will fill the position with Mike Ward nominated by Councilman Lance Smith, Seat 1.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council's appointment of Mike Ward to the Airport Authority Board.

CONSENT ITEMS 1.5

Approval of Outside Utility Services - Scott James Hickox
Agreement 45-25-03

Issue:

The property owner of 7602 23rd Street is requesting water services from the City through the outside utility services agreement. The property is not contiguous to the city limits.

Background:

The property located at 7602 23rd Street is currently a single family residence on .48 acres.

Attachment(s):

1. 45-25-03 Utility Service - James Scott Hickox

Fiscal Impact:

No fiscal impact

Staff Recommendation:

Staff recommends approval of agreement 45-25-02

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 14TH day of January, 2025, between
JAMES SCOTT HICKOX 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: 7602 23RD ST ZEPHYRHILLS FL 33540

Parcel Identification Number: 36 25 21 0010 05400 0000

Legal Description: ZEPHYRHILLS COLONY COMPANY LANDS PB 2 PG 6 PORTION OF TRACT 54 DESC AS COM AT THE
NW COR OF TRACT 54 TH N89DEG 58' 18"E 10.00 FT FOR POB TH CONT N89DEG 58'18"E 372.24 FT
TH S00DEG 19'00"W 165.57 FT TH S89DEG 58'18"W 372.23 FT TH N00DEG 19'00"E 165.57 FT TO POB
SUBJECT TO AN EASEMENT OVER THE SOUTH 15 FT THEREOF EXC COM AT NW COR OF SAID
TRACT 54 TH N89DEG 58' 18"E 136.80 FT FOR POB TH CONT N89DEG 58' 18"E 245.43 FT TH S00DEG
19'00"W 165.57 FT TH S89DEG 58' 18"W 243.93 FT TH N00DEG 12'06"W 165.57 FT TO POB OR 3628
PG 1927

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ZEPHYRHILLS

ATTEST _____
CITY CLERK

BY: _____
PRESIDENT OF CITY COUNCIL

BY: _____
MAYOR

STATE OF FLORIDA
COUNTY OF PASCO

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

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

(SEAL)

NOTARY PUBLIC
My Commission Expires:

x Lindsay Bateman
Witness Signature
Lindsay Bateman
Witness Printed Name
x Joel Bacon
Witness Signature
Joel Bacon
Witness Printed Name
x _____
Witness Signature

Witness Printer Name
x _____
Witness Signature

Witness Printed Name

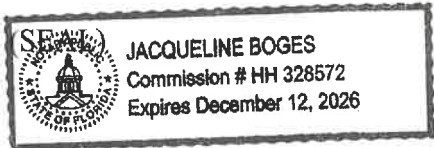
x James Scott Hickox
Applicant Signature
James Scott Hickox
Applicant Printed Name
x _____
Applicant Signature

Applicant Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

X 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 James Scott Hickox known by me to be the person(s) described in or who produced Florida 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 27th day of January, 2025.



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

CONSENT ITEMS 1.6

Approval of AD Morgan Construction Easement
Agreement 16-25-01

Issue:

Temporary construction easement.

Background:

The DMA / National Guard facility construction precedes the South Avenue Extension project, with no access from 6th Avenue. The AD Morgan Corporation (DMA Contractor) has approached the City requesting temporary access to their site from the closed City landfill site (Parcel ID # 07-26-22-0010-04000-0000). The AD Morgan Corporation has agreed to install a gate on the western boundary of the property which will remain in place and become property of the City.

Attachment(s):

1. Construction Easement - AD Morgan Landfill (31997317v2)

Fiscal Impact:

None

Staff Recommendation:

The Public Works Director and City Manager recommend approval of the attached construction easement prepared by City Attorney, Matthew Maggard.

This instrument prepared by
and after recording return to:

Matthew E. Maggard, Esq.

SHUMAKER

Shumaker, Loop & Kendrick, LLP

13134 US Highway 301

Dade City, FL 33525

Phone: (352) 458-4700

Construction Easement Agreement

This Construction Easement Agreement ("Agreement") is made and entered into this ____ day of _____, 2025 ("Effective Date"), by and between **The City of Zephyrhills**, a municipal corporation of the State of Florida ("City"), whose address is 5335 8th Street, Zephyrhills, Florida, 33542, **The A.D. Morgan Corporation**, a Florida corporation ("A.D. Morgan"), whose address is 716 N. Renellie Drive, Tampa, Florida, 33609, and the **Department of Military Affairs** ("Department"), whose address is 82 Marine Street, St. Augustine, Florida 32084.

Recitals:

WHEREAS, the City is the owner of certain real properties identified as Parcel ID 07-26-22-0010-04000-0000 and 12-26-21-0000-39900-0040, as legally described on **Exhibit "A"** attached hereto and incorporated herein ("City Property");

WHEREAS, A.D. Morgan is the contractor for the Department and requires temporary access across the City Property to access a construction site located on an adjacent property owned by the Department, identified as Parcel ID 12-26-21-0000-00900-0013, as legally described on **Exhibit "B"** attached hereto and incorporated herein ("Construction Site"); and

WHEREAS, the City is willing to grant the Department, A.D. Morgan, and its subcontractors a temporary, non-exclusive construction easement over the City Property subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement

The City hereby grants to the Department and A.D. Morgan and its subcontractors a temporary, non-exclusive easement ("Easement") over and across the City Property for the sole purpose of accessing the Construction Site. This Easement shall include the right to transport equipment, materials, and personnel to and from the Construction Site and to undertake other activities reasonably necessary to support construction activities at the Construction Site. Department and A.D. Morgan and its subcontractors shall not transport, generate, store, or use any

Hazardous Substances within the Easement. "Hazardous Substances" means all hazardous or toxic substances, wastes, pollutants or contaminants or materials regulated under any federal, state, or local law, regulation, or ordinance and petroleum or any fraction of petroleum. Department and A.D. Morgan shall immediately notify City of any release, spill, leak or discharge of any Hazardous Substances within the Easement, including motor fuels. Department and A.D. Morgan shall be exclusively liable for the costs of any investigation and remediation and any fines or penalties relating to or arising out of any such release.

2. Term

The Easement shall commence on February 1, 2025, and shall terminate on May 31, 2026 ("Term"), unless extended or terminated earlier, as provided in this Agreement.

3. Conditions of Use

a. Department and A.D. Morgan and its subcontractors shall only use the Easement in a manner that minimizes disruption to the City Property and the surrounding areas.

b. City grants Department the right to allow A.D. Morgan to construct and maintain a temporary construction roadway on the City Property to facilitate access to the Construction Site throughout the Term.

c. City grants Department the right to allow A.D. Morgan to install and maintain an access gate on the City Property allowing access to the Construction Site in support of A.D. Morgan's construction activities.

d. City grants Department the right to allow A.D. Morgan to, and A.D. Morgan may remove select trees on the City Property as reasonably necessary for the construction and use of the temporary roadway and access gate, subject to prior written approval by the City, which may be withheld in City's sole and absolute discretion.

e. Department and/or A.D. Morgan shall repair any damage to the City Property caused by its use of the Easement and shall restore the City Property, to substantially its condition as of the Effective Date, prior to the expiration of this Easement, reasonable wear and tear excepted.

f. Department and A.D. Morgan shall comply with all applicable laws, ordinances, rules, and regulations in its use of the Easement.

g. Department and A.D. Morgan and its subcontractors shall not interfere with the City's use of the City Property except as reasonably necessary for the purposes of this Easement.

4. Insurance

For the duration of the Term, A.D. Morgan shall maintain insurance coverage as follows:

- a. Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000; and
- c. Workers' Compensation insurance in compliance with Florida law.

The City shall be named as an additional insured on all such policies, and A.D. Morgan shall provide certificates of insurance to the City prior to commencing use of the Easement.

5. Indemnification

Department and A.D. Morgan, to the extent allowable under Florida statutes, agree to indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with their use of the Easement or their contractor's or subcontractors' use of the Easement, except to the extent caused by the gross negligence or willful misconduct of the City.

6. Termination

This Agreement may be terminated by:

- a. mutual written agreement of the parties; or
- b. the City, if Department or A.D. Morgan fail to comply with the terms of this Agreement and such noncompliance is not cured within 10 days after written notice of such noncompliance from the City.

7. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and delivered by hand, sent by certified mail, return receipt requested, or sent by a nationally recognized overnight courier service to the addresses set forth below:

City: The City of Zephyrhills: 5335 8th Street Zephyrhills, Florida 33542.

Department: The Department of Military Affairs: 82 Marine St., St. Augustine, FL 32084.

A.D. Morgan: The A. D. Morgan Corporation: 716 N. Renellie Drive, Tampa, Florida, 33609

8. Release of Liability and Assumption of risk

Department and A.D. Morgan release City and its respective City Council Members, Mayor, City Manager, City Clerk, City Attorney and other officers, employees, and agents from any and all liability, negligence, claims, causes of action, or damages, for any injuries to Department or A.D. Morgan and their respective employees, agents and invitees or to personal property, arising out of or in connection with this Agreement and their use of the Easement. Department and A.D. Morgan assume full responsibility for and risk of bodily injury, death or

property damage while in or upon the Easement, whether due to the negligence, action, or inaction, of City, or its officers, employees, and agents, or others. This release shall survive the expiration or earlier termination of this Agreement.

9. Mechanic's Liens

Department and A.D. Morgan shall not permit any construction, mechanic's, materialman's or other liens to be filed against the Easement, City Property, or any other property of City, whether real or personal, as the result of or arising out of Department's or A.D. Morgan's use of the City Property. If any such lien shall at any time be filed against the Easement, City Property, or any other property of City as a result of the Department's or A.D. Morgan's action or inaction, Department and/or A.D. Morgan, as applicable, shall, without expense to City, cause the same to be discharged of record by payment, bonds, order of a court of competent jurisdiction or otherwise, within sixty (60) days of the filing of the lien.

10. Miscellaneous

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

c. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

d. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Except as otherwise provided herein, this Agreement may not be modified or amended except by a written agreement signed by the parties.

f. The captions to the various sections of this Agreement are for convenience only and do not constitute a part of this Agreement.

[Signature Page(s) To Follow]

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

"DEPARTMENT"

DEPARTMENT OF MILITARY
AFFAIRS

John Connor
Print Name: John Connor

Post Office Address:

PO 1008
ST. AUGUSTINE FL 32085

By: Timothy Smith
Its: DEPUTY STATE QUARTERMASTER
Date: 5 FEB 25

Kathy Shank
Print Name: Kathy Shank

Post Office Address:

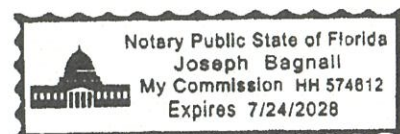
PO Box 1008
St Augustine, FL 32085

STATE OF FL)
) SS
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of February, 2025, by T.S. as Deputy SQM of the Department of Military Affairs, on behalf of the SQM. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

Joseph Bagnall
Notary Public
Print Name: Joseph Bagnall
My Commission Expires: 7/24/2028

[Notarial Seal]



"A.D. MORGAN"

THE A.D. MORGAN CORPORATION

[Signature]
Print Name: Jeff D'Amadio

By: [Signature]
Its: VP OPS
Date: 2/5/25

Post Office Address:
716 N. Benellie Rd
Tampa, FL 33609

[Signature]
Print Name: Richy C. Pina

Post Office Address:
716 N. Benellie Rd.
Tampa, FL 33609

STATE OF FL)
) SS
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of February, 2025, by J.K. as VP of operations of The A.D. Morgan Corporation, on behalf of the corporation. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

Kayla Lyons
Notary Public
Print Name: Kayla Lyons
My Commission Expires: 3-4-28

[Notarial Seal]

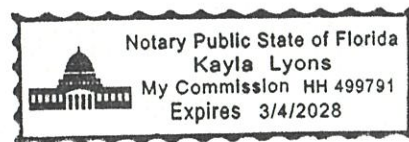


Exhibit "A"

Legal Description of City Property

07-26-22-0010-03900-0000

Assessed in Section 07, Township 26 South, Range 22 East
of Pasco County, Florida

ZEPHYRHILLS COLONY COMPANY LANDS SUB PB 1 PG 55 TRACTS 39,42 & 55 OR
1529 PG 1110

and

07-26-22-0010-04000-0000

Assessed in Section 07, Township 26 South, Range 22 East
of Pasco County, Florida

ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 TRACTS 40 & 41 LESS THE
WEST 50.00 FT THEREOF & TRACTS 56 & 57 LESS THE WEST 80.00 FT THEREOF &
ALL OF TRACT 58 AKA ZEPHYRHILLS CITY DUMP

Exhibit "B"

Legal Description of Construction Site

A parcel of land lying in Section 12, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as:

For a POINT OF REFERENCE commence at the Southeast corner of the Northeast 1/4 of Section 12, Township 26 South, Range 21 East, Pasco County, Florida; thence along the East boundary line thereof, North 00 degrees 17'32" East, a distance of 662.23 feet to the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 12 for a POINT OF BEGINNING; thence along said South line, South 89 degrees 48'55" West, a distance of 667.78 feet to the West line of the Northwest 1/4 of the Southeast 1/4 of said Section 12; thence along said West line, North 00 degrees 26'18" East, a distance of 329.45 feet to the South line of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 12; thence along said South line, South 89 degrees 55'21" West, a distance of 671.27 feet to the West boundary line of the East 1/2 of said Section 12; thence along said West boundary, North 00 degrees 04'24" East, a distance of 648.27 feet; thence North 89 degrees 49'42" East, a distance of 1,340.15 feet to the aforementioned East boundary of said Section 12; thence along said East boundary line, South 00 degrees 15' 37" West, a distance of 978.68 feet to the POINT OF BEGINNING

FINANCE DIRECTOR'S REPORT 2.1

Request to change part-time position to full-time

Issue:

Increase City Council authorized positions from 6 full-time and 1 part-time to 7 full-time positions in the Utility Billing Department.

Background:

There were 6 full-time positions and a part-time position budgeted in the Utility Billing Department in Fiscal Year 2025. Our well-trained part-time employee recently left the organization. We would like the authority to replace the part-time position with a full-time position, with no increase in the appropriated funds.

Attachment(s):

None

Fiscal Impact:

Total personnel costs in the Utility Billing Department would remain the same at \$334,712.

Staff Recommendation:

The staff recommends approval.

PLANNING DIRECTOR'S REPORT 3.1

Planning Report - Indoor storage / outdoor storage code recommendations

Issue:

Storage code recommendations.

Background:

The City previously approved a moratorium on indoor storage, recreational vehicle storage and outdoor storage. The moratorium has expired and staff is providing a planning report on use / code ideas for consideration. Staff has prepared a map showing the existing / proposed indoor storage locations in and around the City (*See attachment*). The intent of the moratorium was to review / assess these three types of storage and determine from a use and standards if changes should be proposed.

History: Council approved Ordinance #1431-21 that amended the Zoning use table for the mini-warehouse / self-storage use category as described below. The Land Development Code's current standards (*Section 7.09.16*) for indoor storage are provided in the agenda packet as an attachment. Council also approved Ordinance 1439-22 requiring indoor storage facilities to comply with the City's large retail design standards (*See attached*).

The three types of storage uses are listed below, showing which zoning categories they are allowed / considered and suggestions to consider:

A.) Indoor storage:

- * Provisional use in C2 zoning (Planning Commission approval);
- * Permitted use in C3 zoning;
- * Conditional use in LI zoning (Council approval);

Considerations:

- 1.) No Changes;
- 2.) Amend the use table as to where future indoor structures are permitted:
 - * Discussion of amending the use table for indoor storage based on the amount of existing / planned indoor storage;
 - * Discussion of no longer allowing stand-alone indoor storage on a separate parcel;
 - * Discussion on allowing indoor storage as part of a mixed use project (not fronting on any public ROW - ie project at NW corner of 301 / pretty pond);
 - * Discussion on mixed use building (first floor(s) retail / office) and indoor storage above (see attached photos);
 - * Discussion on where to allow indoor storage: Remove use out of LI zoning to preserve those lands for industrial / manufacturing / jobs;
 - * Discussion of requiring a conditional use for indoor storage under C-2 & C-3 zoning but only as part of a mixed use project / building (as described above);

- * No allowance in the CRA or consider as a conditional use if it's a mixed-use building;
- * Misc. - Require a type C buffer.

B.) Recreational vehicle storage:

Recreational vehicle storage - Storage of vehicles: motorhomes, boats, camping trailers, truck trailers and other equipment. All vehicle types must be in proper working order.

- * RV storage may be considered as a conditional use in C-3 & LI zoning.

Considerations:

- 1.) No changes;
- 2.) Amend the use table as to where future indoor structures are permitted:
 - * Discussion if there are sufficient RV storage opportunities in the general SE Pasco area;
 - * Discussion if this use should be excluded from the LI zoning category to allow for more economic development / manufacturing;
 - * Discussion on leaving the use in C-3 zoning category (conditional use);
 - * Discussions on screening / buffering around the perimeter of the use.

C.) Outdoor storage:

The storage for more than 3 consecutive days of any product, materials, equipment, appliances, personal property of any kind or materials that are a byproduct of a permitted use on an unenclosed and/or uncovered area including material paydown areas.

- * Outdoor storage may be considered as an accessory use / ancillary to the primary use;
- * This use may not be considered as a stand alone / primary use;
- * Existing LI Zoning definition - Sect. 2.01.03.18 - The total gross area covered by building, structure or stored materials shall not exceed 50% of the land area of the site upon which activity is conducted. Discussions on the benefit of having a maximum area to ensure not too much land is being taken up for outdoor storage / paydown area.

Considerations:

- 1.) No changes;
- 2.) Amend the use table:
 - * Discussions that it is typical to see / allow outdoor storage allowed as an ancillary use;
 - * Discussions on the amount of outdoor storage and should there be a maximum percentage of the site allowed for outdoor storage;
 - * Discussions on screening / buffering around the perimeter of the use.

Attachment(s):

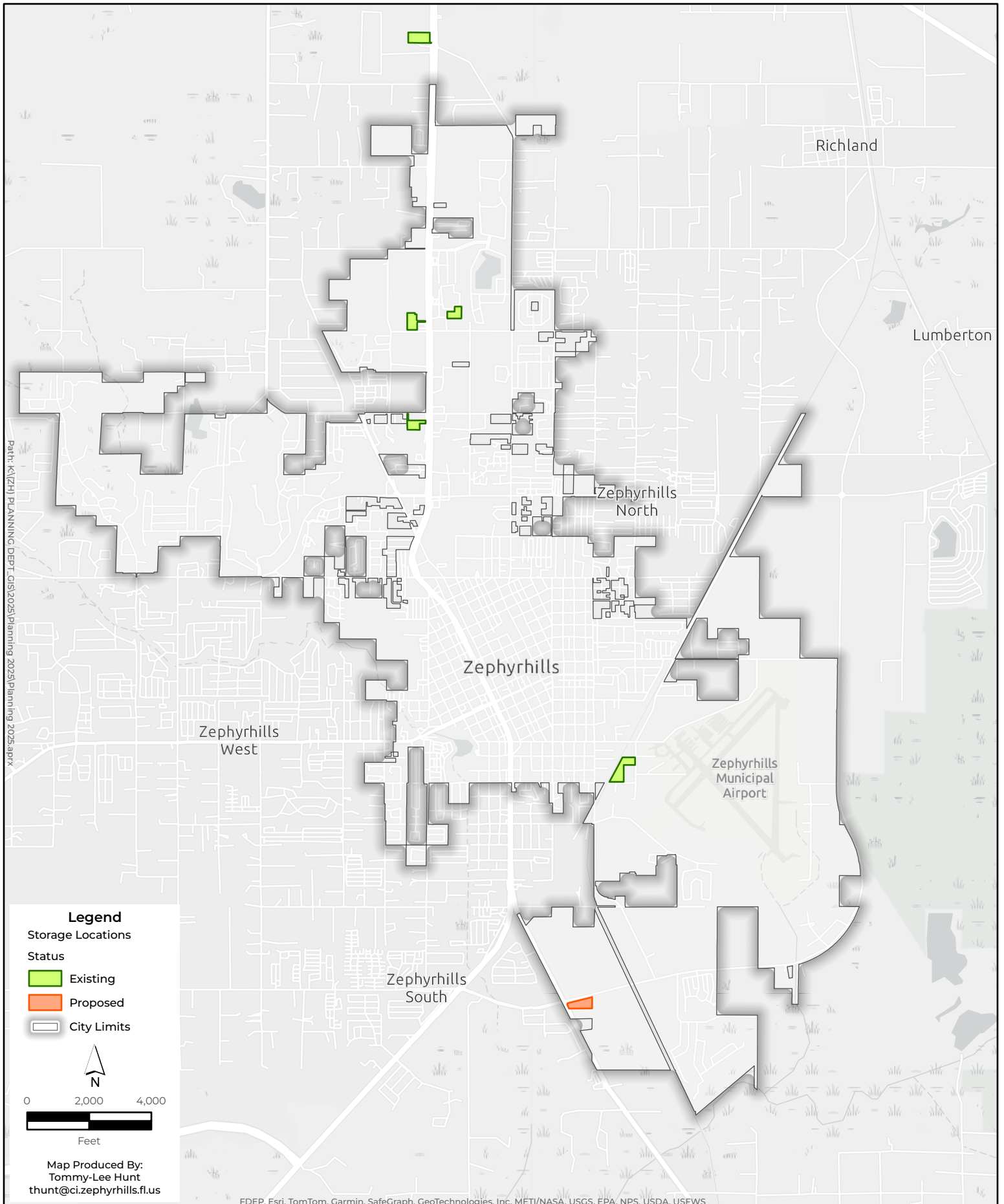
1. Indoor Storage Location Map
2. Existing Mini-warehouse Std's
3. Large Retail Design Std's
4. Indoor Storage Example

Fiscal Impact:

NA

Staff Recommendation:

Information only.



Sec. 7.10.02. - Additional design standards for large retail projects.

- (A) *Purpose.* These standards are intended to provide developers of large retail building development with guidelines for creating safer, efficient, pedestrian-friendly projects with human-scale orientation, while discouraging large, nondescript buildings and "unfriendly" pedestrian design, limited landscaping and vast non-shaded parking lots. As a basis for developing the guidelines, the citizens of the city and visitors alike will benefit from enhanced large retail project design, which accomplishes the following activities:
- (1) To encourage large, single building construction with definition that has the appearance of multiple buildings rather than enormous warehouses with unbroken, blank walls. Good design encourages clearly defined entryways, articulated roof lines to prevent monotony, pedestrian amenity areas and concealment of unsightly mechanical structures from public view;
 - (2) To encourage efficient, pedestrian- oriented design which effectively resolves the incompatibility between pedestrians and motorists, while providing interconnectivity between buildings, parking areas and other internal/external components;
 - (3) To encourage parking lot design that meets vehicular needs, while providing a safer, efficient comfortable pedestrian flow;
 - (4) To encourage adequate landscaping that allows large buildings and their components to blend with their surroundings, while providing screening and shade for the public benefit; and
 - (5) To encourage enhanced lighting and signage design, to avoid forms of nuisance and intrusiveness into adjacent areas, while enhancing public safety.
- (B) *Definition.* Any new commercial retail building, whose total gross leasable area equals or exceeds 25,000 square feet, specifically, mercantile uses, and/or shopping center uses.
- (C) *Additional development standards.* The following additional standards shall be required for all large retail projects:
- (1) *Facades/detail features.* No uninterrupted and/or unadorned length of any portion of the facade shall exceed 100 linear feet (this measurement shall not apply to the backs of buildings that are not visible to the public). Interruptions of the continuous lengths of the facade shall include wall plane projections and/or recesses of not less than five feet in off-set and a minimum of 20 feet in length and one or more of the following: Architectural features such as pilasters; columns; canopies/porticos; arcades, colonnades, and/or parapets (see Figure 7.10.02(a)). All facades shall include repeating patterns at intervals of no more than 30 feet, horizontally or vertically. The repeating patterns shall include windows, color changes, texture changes, material module changes, and/or surface modeling changes such as offsets, reveals or ribs of no less than 12 inches in width (see Figure 7.10.02(b)).

Figure 7.10.02(a)

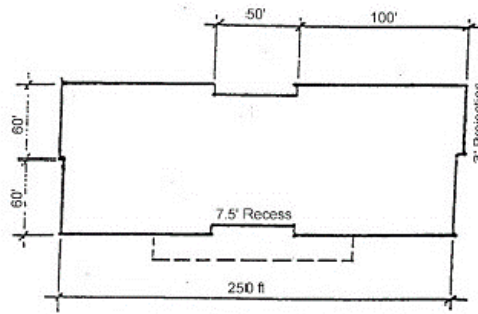
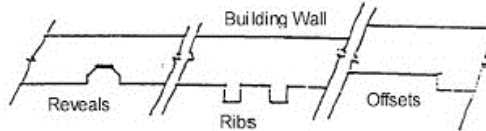
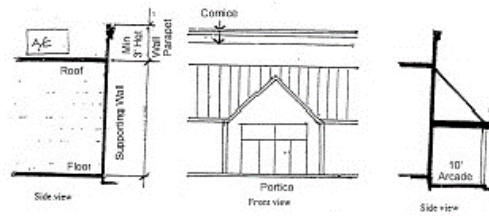


Figure 7.10.02(b)



- (a) Multiple stores within a single building. Where a large retail project contains individual stores that are less than 25,000 square feet of gross floor area each, with separate, exterior customer entrances, the street level facade of each store shall provide the design and/or placement such as windows between the height of three feet and eight feet above the walkway grade, for no less than 60 percent of the horizontal length of the building facade of each store.
- (2) *Materials.* Unfinished tilt-up concrete panels, prefabricated steel panels or similar non-glass, smooth faced panels shall not be exposed.
- (3) *Entryways.* Each business facade without an entrance shall include at least one customer entrance or be screened from public view with no less than 20 foot wide buffer. (This criteria is intended to improve aesthetics of buildings whose entrance may not be along the front facade and to improve appearance of an otherwise blank wall.) Customer entrances shall be clearly defined and include at least two of the following features: canopies/porticos, overhangs, recesses/projections, arcades, raised above-the-doorway cornice parapets, peaked roof forms, arches, outdoor patios, display windows, integrated architectural details such as tile work, moldings, planters or wing walls, and/or landscaped sitting areas. The non-customer/ loading areas shall be screened from public view with a landscaped buffer to be installed and approved by the Site Plan Review Committee.
- (4) *Roofs.* Flat unarticulated roof lengths, longer than 100 feet in length shall be concealed or addressed by utilizing at least two of the following options (see Figure 4-18.c):

Figure 7.10.02(c)



- (a) Effective concealment of flat roof lines, rooftop equipment and heating, ventilating and air conditioning (HVAC) units from any facade view by adjacent land uses of lesser intensity and public right-of-way. The parapet design shall be a minimum of three feet in height and shall incorporate a three dimensional cornice treatment. Alternative designs such as varying the parapet height for a minimum linear distance of 100 feet and a minimum vertical height of two feet shall be subject to approval by the Site Plan Review Committee.
 - (b) Overhanging eaves that extend no less than three feet past the supporting walls.
 - (c) Two or more sloping roof planes.
- (5) *Pedestrian circulation.* Large retail projects shall be pedestrian oriented through design features that enhance pedestrian safety, efficiency and connectivity with a clear definition between vehicular areas and pedestrian walkways.
- (a) *Sidewalks.* Pedestrian connectivity between the project building entrances and parking areas, public sidewalks, out parcel buildings and transit stops shall be clearly indicated through the use of landscaped areas and sidewalks which are made of materials such as scored concrete, pavers or bricks. All projects building sides with customer entrances shall include such a sidewalk along the full length of each facade.
 - (b) *Pedestrian amenity area.* Large retail projects shall include design features such as pedestrian amenity areas, which include well landscaped sitting areas with design components such as seating elements and/or other amenities in shaded areas. A minimum of four benches or other similar amenity, shall be provided at each customer entrance/pedestrian amenity area.
- (6) *Parking areas.* Parking lots and access aisleways shall be designed utilizing the following standards:
- (a) *Parking lot design.* Vast, unbroken parking lots are prohibited. Parking areas shall be designed so that no more than 100 spaces of the total required spaces are part of a clearly defined grouping of spaces. The groups shall be broken into individual lots and/or clearly separated by well landscaped or weather-protected pedestrian walkways, significant landscape or geographic features, and/or by design components of the proposed building(s). Separations shall be no less than eight feet in width at any point. No required parking space shall be located further than 500 feet from the nearest customer

entrance. At least 20 percent of the required parking spaces shall be placed in the rear or side areas of the proposed development, if feasible, as determined by the Site Plan Review Committee. Alternative designs that incorporate existing natural resources are encouraged, subject to approval by the Site Plan Review Committee; and/or

- (b) *Parking spaces.* The number of parking spaces shall be determined in accordance with the Land Development Code standards. Each parking space in excess of the minimum shall require an additional landscaped area of ten square feet to be placed within the internal parking area, frontage road, and/or right-of-way buffer. The use of pervious parking areas, including turf block may be considered for no more than 20 percent of the total constructed required parking spaces, subject to approval by the Site Plan Review Committee.
- (7) *Landscaping.* The following landscaping standards shall be incorporated into the design of all large retail projects:
 - (a) *Foundation.* Foundation landscaping shall be required for at least 50 percent of each facade length located along a public right-of-way, parking area or which includes a customer entrance (see Figure 7.10.02(d)). The landscaping shall be incorporated into a minimum of a five-foot wide landscaped bedding area located between and in addition to the required building sidewalk and the first vertical wall of the building facade. Large commercial planters or alternative designs may be used to meet these criteria (see Figure 7.10.02(e)).

Figure 7.10.02(d)

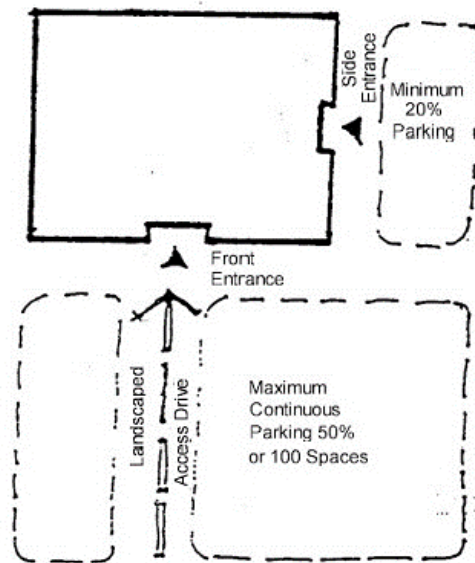
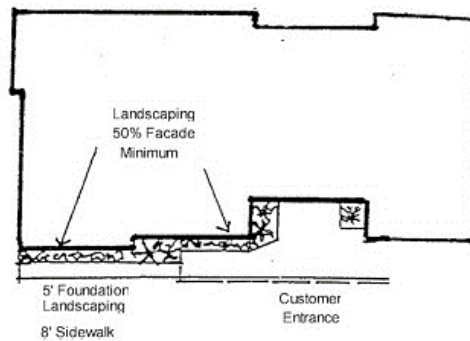
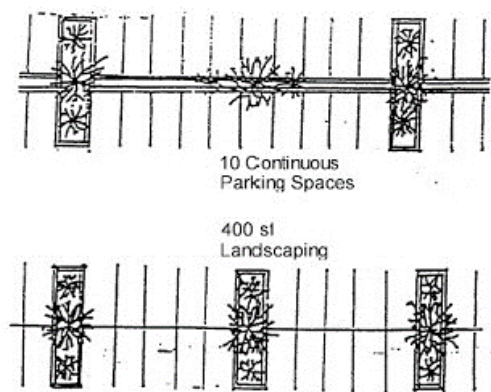


Figure 7.10.02(e)



- (b) *Bufferyards.* Bufferyards, rather than setbacks, shall be required along all collector and arterial roadways, which include an unbroken (except for required driveways, sidewalks and other public safety elements), landscaping area no less than 30 feet in width and planted according to Buffer standards. If existing vegetation is to be preserved, a varying buffer design may be utilized where the average width is 20 feet. Alternative designs are subject to approval by the Site Plan Review Committee.
- (c) *Parking areas.* Every ten spaces shall be designed with 400 square feet of landscaping to be placed in medians or islands and shall include at least one over-story tree, one under-story tree and six shrubs. No median shall be less than five feet in width and no more than ten spaces shall be continuous without landscaping (see Figure 7.10.02(f)). Grouping of landscaped islands is encouraged to promote the healthy growth of larger trees. Alternative designs are subject to approval by the Site Plan Review Committee, but in no case shall the total required landscaping area be decreased.

Figure 7.10.02(f)

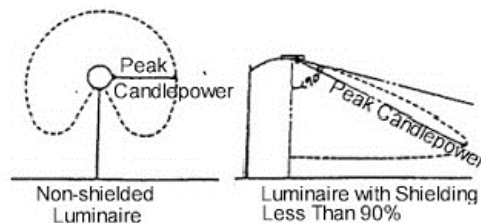


- (d) *Access driveway.* Main access driveways from the public right-of-way into the proposed development shall be completely separated from any parking area and/or pedestrian walkway by a landscaped island, not including intersection and walkways. At least one, four-inch (dbh), over-story tree shall be planted or preserved at 40 feet on-center spacing.
- (e)

Frontage roads. Frontage roads need not be landscaped; however, when parking area landscaping cannot be met, the Site Plan Review Committee may approve no more than 20 percent of the required parking area landscaping for placement along frontage roads.

- (f) *Drainage retention areas (DRA).* In addition to all land development requirements, a landscaped buffer shall be planted adjacent to public right-of-way and/or access drives, in coordination with an approved DRA. Alternative DRA design is encouraged, subject to approval by the Site Plan Review Committee.
- (g) *Tree preservation.* All large retail projects shall comply with tree preservation standards and the requirements shall be in addition to divisions (C)(7)(a), (b) and (c) of this section.
- (8) *Exterior lighting.* Exterior lighting design shall enhance security of pedestrians and motorists alike. All pedestrian walkways and parking spaces shall be adequately lighted through the use of individual or combination lighting features such as standard luminaire, street lamp, and/or bollard types of fixtures. Alternative designs are subject to approval by the Site Plan Review Committee (see Figure 7.10.02(g)). Lighting shall be designed according to the following standards:

Figure 7.10.02(g)



- (a) *Maximum height.* Exterior light sources such as luminaries or lampposts shall not exceed 20 feet in height. Shielded light sources may not exceed 35 feet in height.
- (b) *Illumination.* All lighting shall be designed to minimize the spillage onto adjacent noncompatible land uses. Non-shielded fixtures are permitted and maximum illumination factor of five foot candles. Shielded fixtures are permitted a maximum illumination factor of 12 foot candles.
- (c) *Location design.* Lighting sources (interior or exterior) shall be shielded from vehicular travel lanes so that glare to motorists is minimized. Areas located on waterways, such as docks and nature trails and other regulated areas shall utilize shielded light fixtures so that the light source is adequately shielded from view on the waterway or regulated area. Lighting and other improvements, such as cart returns, shall be incorporated into the landscape design.
- (d) *Exterior illumination.* Exterior illumination shall be engineered for public safety and not impact adjacent properties to an extent greater than is necessary to address the safety issue. Lighting plans may be required by the Site Plan Review Committee and extensive

lighting systems justified by appropriate study at the applicant's expense.

- (9) *Signage*. Signage shall be designed as part of a complete system and may be approved as part of the overall site plan, without acquiring a separate permit.
- (10) *Outdoor storage and sales*. Outdoor storage (including seasonal storage trailers) and sales shall be permitted in designated areas only, as approved during development site plan review and shall be screened from view from residential land districts and uses through landscaping and/or other design features.
- (11) *Compliance*. In addition to the application requirements of the LDC, a colored facade rendering shall be submitted to the Director of Development at time of application submission to ensure that the development standards required herein are adhered to.
- (12) *Conflict*. In the case of any conflicts between these requirements and requirements contained in the city's Building Code, and/or Florida Building Code, the more stringent code shall prevail.

Sec. 7.10.02. - Additional design standards for large retail projects.

- (A) *Purpose.* These standards are intended to provide developers of large retail building development with guidelines for creating safer, efficient, pedestrian-friendly projects with human-scale orientation, while discouraging large, nondescript buildings and "unfriendly" pedestrian design, limited landscaping and vast non-shaded parking lots. As a basis for developing the guidelines, the citizens of the city and visitors alike will benefit from enhanced large retail project design, which accomplishes the following activities:
- (1) To encourage large, single building construction with definition that has the appearance of multiple buildings rather than enormous warehouses with unbroken, blank walls. Good design encourages clearly defined entryways, articulated roof lines to prevent monotony, pedestrian amenity areas and concealment of unsightly mechanical structures from public view;
 - (2) To encourage efficient, pedestrian- oriented design which effectively resolves the incompatibility between pedestrians and motorists, while providing interconnectivity between buildings, parking areas and other internal/external components;
 - (3) To encourage parking lot design that meets vehicular needs, while providing a safer, efficient comfortable pedestrian flow;
 - (4) To encourage adequate landscaping that allows large buildings and their components to blend with their surroundings, while providing screening and shade for the public benefit; and
 - (5) To encourage enhanced lighting and signage design, to avoid forms of nuisance and intrusiveness into adjacent areas, while enhancing public safety.
- (B) *Definition.* Any new commercial retail building, whose total gross leasable area equals or exceeds 25,000 square feet, specifically, mercantile uses, and/or shopping center uses.
- (C) *Additional development standards.* The following additional standards shall be required for all large retail projects:
- (1) *Facades/detail features.* No uninterrupted and/or unadorned length of any portion of the facade shall exceed 100 linear feet (this measurement shall not apply to the backs of buildings that are not visible to the public). Interruptions of the continuous lengths of the facade shall include wall plane projections and/or recesses of not less than five feet in off-set and a minimum of 20 feet in length and one or more of the following: Architectural features such as pilasters; columns; canopies/porticos; arcades, colonnades, and/or parapets (see Figure 7.10.02(a)). All facades shall include repeating patterns at intervals of no more than 30 feet, horizontally or vertically. The repeating patterns shall include windows, color changes, texture changes, material module changes, and/or surface modeling changes such as offsets, reveals or ribs of no less than 12 inches in width (see Figure 7.10.02(b)).

Figure 7.10.02(a)

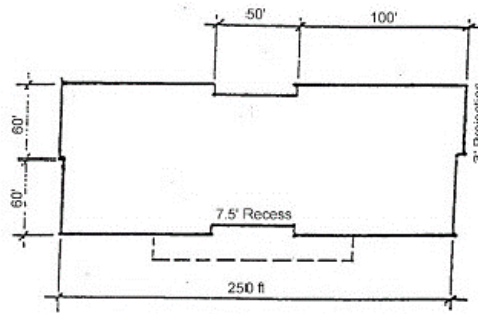
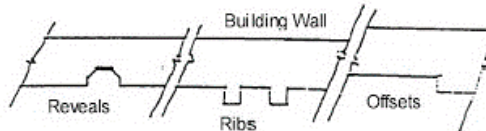
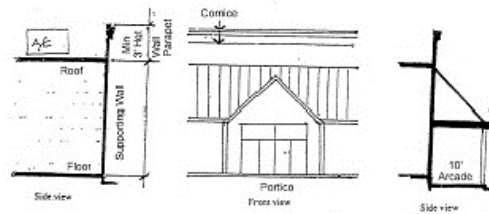


Figure 7.10.02(b)



- (a) Multiple stores within a single building. Where a large retail project contains individual stores that are less than 25,000 square feet of gross floor area each, with separate, exterior customer entrances, the street level facade of each store shall provide the design and/or placement such as windows between the height of three feet and eight feet above the walkway grade, for no less than 60 percent of the horizontal length of the building facade of each store.
- (2) *Materials.* Unfinished tilt-up concrete panels, prefabricated steel panels or similar non-glass, smooth faced panels shall not be exposed.
- (3) *Entryways.* Each business facade without an entrance shall include at least one customer entrance or be screened from public view with no less than 20 foot wide buffer. (This criteria is intended to improve aesthetics of buildings whose entrance may not be along the front facade and to improve appearance of an otherwise blank wall.) Customer entrances shall be clearly defined and include at least two of the following features: canopies/porticos, overhangs, recesses/projections, arcades, raised above-the-doorway cornice parapets, peaked roof forms, arches, outdoor patios, display windows, integrated architectural details such as tile work, moldings, planters or wing walls, and/or landscaped sitting areas. The non-customer/ loading areas shall be screened from public view with a landscaped buffer to be installed and approved by the Site Plan Review Committee.
- (4) *Roofs.* Flat unarticulated roof lengths, longer than 100 feet in length shall be concealed or addressed by utilizing at least two of the following options (see Figure 4-18.c):

Figure 7.10.02(c)



- (a) Effective concealment of flat roof lines, rooftop equipment and heating, ventilating and air conditioning (HVAC) units from any facade view by adjacent land uses of lesser intensity and public right-of-way. The parapet design shall be a minimum of three feet in height and shall incorporate a three dimensional cornice treatment. Alternative designs such as varying the parapet height for a minimum linear distance of 100 feet and a minimum vertical height of two feet shall be subject to approval by the Site Plan Review Committee.
 - (b) Overhanging eaves that extend no less than three feet past the supporting walls.
 - (c) Two or more sloping roof planes.
- (5) *Pedestrian circulation.* Large retail projects shall be pedestrian oriented through design features that enhance pedestrian safety, efficiency and connectivity with a clear definition between vehicular areas and pedestrian walkways.
- (a) *Sidewalks.* Pedestrian connectivity between the project building entrances and parking areas, public sidewalks, out parcel buildings and transit stops shall be clearly indicated through the use of landscaped areas and sidewalks which are made of materials such as scored concrete, pavers or bricks. All projects building sides with customer entrances shall include such a sidewalk along the full length of each facade.
 - (b) *Pedestrian amenity area.* Large retail projects shall include design features such as pedestrian amenity areas, which include well landscaped sitting areas with design components such as seating elements and/or other amenities in shaded areas. A minimum of four benches or other similar amenity, shall be provided at each customer entrance/pedestrian amenity area.
- (6) *Parking areas.* Parking lots and access aisleways shall be designed utilizing the following standards:
- (a) *Parking lot design.* Vast, unbroken parking lots are prohibited. Parking areas shall be designed so that no more than 100 spaces of the total required spaces are part of a clearly defined grouping of spaces. The groups shall be broken into individual lots and/or clearly separated by well landscaped or weather-protected pedestrian walkways, significant landscape or geographic features, and/or by design components of the proposed building(s). Separations shall be no less than eight feet in width at any point. No required parking space shall be located further than 500 feet from the nearest customer

entrance. At least 20 percent of the required parking spaces shall be placed in the rear or side areas of the proposed development, if feasible, as determined by the Site Plan Review Committee. Alternative designs that incorporate existing natural resources are encouraged, subject to approval by the Site Plan Review Committee; and/or

- (b) *Parking spaces.* The number of parking spaces shall be determined in accordance with the Land Development Code standards. Each parking space in excess of the minimum shall require an additional landscaped area of ten square feet to be placed within the internal parking area, frontage road, and/or right-of-way buffer. The use of pervious parking areas, including turf block may be considered for no more than 20 percent of the total constructed required parking spaces, subject to approval by the Site Plan Review Committee.
- (7) *Landscaping.* The following landscaping standards shall be incorporated into the design of all large retail projects:
 - (a) *Foundation.* Foundation landscaping shall be required for at least 50 percent of each facade length located along a public right-of-way, parking area or which includes a customer entrance (see Figure 7.10.02(d)). The landscaping shall be incorporated into a minimum of a five-foot wide landscaped bedding area located between and in addition to the required building sidewalk and the first vertical wall of the building facade. Large commercial planters or alternative designs may be used to meet these criteria (see Figure 7.10.02(e)).

Figure 7.10.02(d)

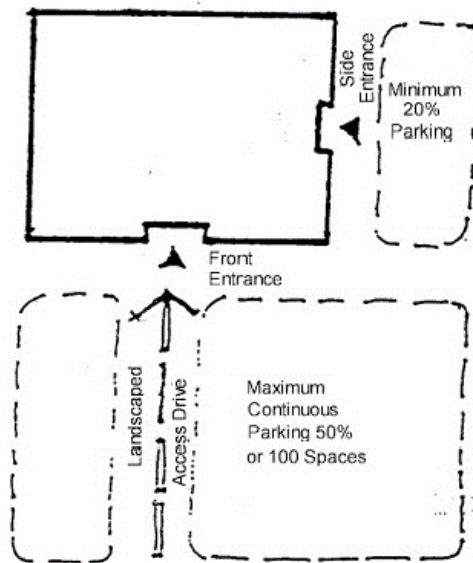
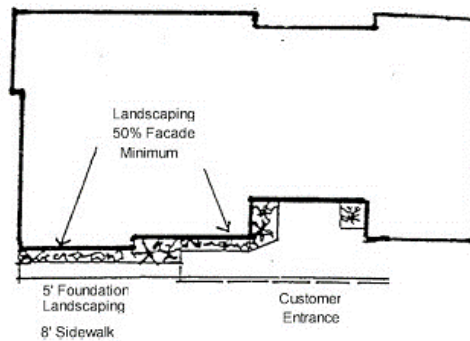
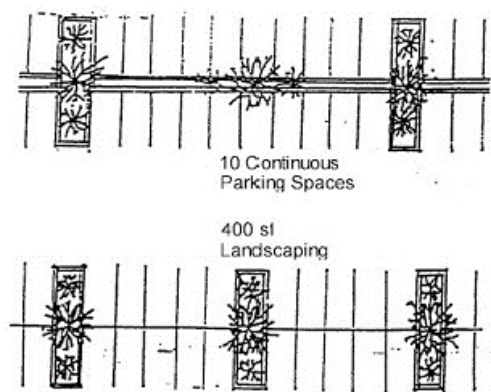


Figure 7.10.02(e)



- (b) *Bufferyards.* Bufferyards, rather than setbacks, shall be required along all collector and arterial roadways, which include an unbroken (except for required driveways, sidewalks and other public safety elements), landscaping area no less than 30 feet in width and planted according to Buffer standards. If existing vegetation is to be preserved, a varying buffer design may be utilized where the average width is 20 feet. Alternative designs are subject to approval by the Site Plan Review Committee.
- (c) *Parking areas.* Every ten spaces shall be designed with 400 square feet of landscaping to be placed in medians or islands and shall include at least one over-story tree, one under-story tree and six shrubs. No median shall be less than five feet in width and no more than ten spaces shall be continuous without landscaping (see Figure 7.10.02(f)). Grouping of landscaped islands is encouraged to promote the healthy growth of larger trees. Alternative designs are subject to approval by the Site Plan Review Committee, but in no case shall the total required landscaping area be decreased.

Figure 7.10.02(f)



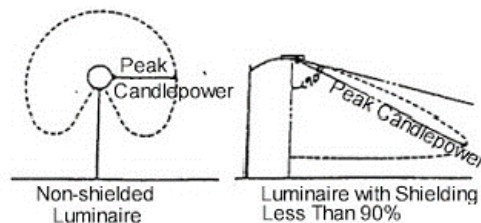
- (d) *Access driveway.* Main access driveways from the public right-of-way into the proposed development shall be completely separated from any parking area and/or pedestrian walkway by a landscaped island, not including intersection and walkways. At least one, four-inch (dbh), over-story tree shall be planted or preserved at 40 feet on-center spacing.

(e)

Frontage roads. Frontage roads need not be landscaped; however, when parking area landscaping cannot be met, the Site Plan Review Committee may approve no more than 20 percent of the required parking area landscaping for placement along frontage roads.

- (f) *Drainage retention areas (DRA).* In addition to all land development requirements, a landscaped buffer shall be planted adjacent to public right-of-way and/or access drives, in coordination with an approved DRA. Alternative DRA design is encouraged, subject to approval by the Site Plan Review Committee.
- (g) *Tree preservation.* All large retail projects shall comply with tree preservation standards and the requirements shall be in addition to divisions (C)(7)(a), (b) and (c) of this section.
- (8) *Exterior lighting.* Exterior lighting design shall enhance security of pedestrians and motorists alike. All pedestrian walkways and parking spaces shall be adequately lighted through the use of individual or combination lighting features such as standard luminaire, street lamp, and/or bollard types of fixtures. Alternative designs are subject to approval by the Site Plan Review Committee (see Figure 7.10.02(g)). Lighting shall be designed according to the following standards:

Figure 7.10.02(g)



- (a) *Maximum height.* Exterior light sources such as luminaries or lampposts shall not exceed 20 feet in height. Shielded light sources may not exceed 35 feet in height.
- (b) *Illumination.* All lighting shall be designed to minimize the spillage onto adjacent noncompatible land uses. Non-shielded fixtures are permitted and maximum illumination factor of five foot candles. Shielded fixtures are permitted a maximum illumination factor of 12 foot candles.
- (c) *Location design.* Lighting sources (interior or exterior) shall be shielded from vehicular travel lanes so that glare to motorists is minimized. Areas located on waterways, such as docks and nature trails and other regulated areas shall utilize shielded light fixtures so that the light source is adequately shielded from view on the waterway or regulated area. Lighting and other improvements, such as cart returns, shall be incorporated into the landscape design.
- (d) *Exterior illumination.* Exterior illumination shall be engineered for public safety and not impact adjacent properties to an extent greater than is necessary to address the safety issue. Lighting plans may be required by the Site Plan Review Committee and extensive

lighting systems justified by appropriate study at the applicant's expense.

- (9) *Signage*. Signage shall be designed as part of a complete system and may be approved as part of the overall site plan, without acquiring a separate permit.
- (10) *Outdoor storage and sales*. Outdoor storage (including seasonal storage trailers) and sales shall be permitted in designated areas only, as approved during development site plan review and shall be screened from view from residential land districts and uses through landscaping and/or other design features.
- (11) *Compliance*. In addition to the application requirements of the LDC, a colored facade rendering shall be submitted to the Director of Development at time of application submission to ensure that the development standards required herein are adhered to.
- (12) *Conflict*. In the case of any conflicts between these requirements and requirements contained in the city's Building Code, and/or Florida Building Code, the more stringent code shall prevail.



CITY MANAGER'S REPORT 4.1

Request a Date for Mayor's Caucus

Issue:

Request Council schedule a date and time for the Mayor's Caucus.

Background:

The qualifying period for the upcoming Municipal Election begins February 11th at noon and ends February 18th at noon. The Charter requires the Mayor's Caucus be held within three (3) days following the end of qualifying to accept candidate petitions.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends February 18, 2025 at 5:30pm.

CITY MANAGER'S REPORT 4.2

Public Records Exemption - Municipal Clerks

First Reading Resolution No. 846-25 " **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE. "**

Issue:

FACC is asking affiliated cities to pass a resolution urging the Florida State Legislature to enact legislation to provide public records exemption for Municipal Clerks and employees who perform elections work or have any part in code enforcement functions of a city and providing for an effective date.

Background:

Many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings related to neglect or abuse, or other activities that could lead to a criminal prosecution are exposed to threats and other acts of violence.

Municipal Clerks often administer elections. Some election workers have been targeted for threats and violence due to the nature of materials they are responsible for. Further, Clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances. Occasionally, these proceedings have led to retaliation and threats by defendants.

Please note, there are currently 27 public record exemptions for specific roles, one of which applies to Code Enforcement Officers. Code Officers are covered by the exemption, but not Municipal Clerks. There is language referencing code enforcement work in the resolution for the purpose of including Municipal Clerks and employees who perform work related to code enforcement proceedings to be included as part of the public record exemption.

Attachment(s):

1. Resolution 846-25 Public Records Exemption - DRAFT

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. 846-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

WHEREAS, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for

WHEREAS, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

WHEREAS, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staffs fall within the need for a window for greater protection; and

WHEREAS, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

WHEREAS, the City of Zephyrhills has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

Now, Therefore, be it Resolved by the City Council of the City of Zephyrhills, Florida as follows:

(1). The City Council of the City of Zephyrhills hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the City Council.

(2). The Mayor and City Council of the City of Zephyrhills, Florida, hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

(3). The City Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis, Senator Danny Burgess and Representative Randy Maggard, and the Florida League of Cities (FLC).

(4). This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution No. 846-25 was passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of February, 2025.

Attest: _____
Ricardo Quiñones, City Clerk Kenneth M. Burgess, Jr., Council President

The foregoing Resolution No. 846-25 was approved by me this 10th day of February, 2025.

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

NOTED ITEMS 5.1

RCM Utilities Emergency Work at the Water Tower

Issue:

RCM Utilities Emergency Work at the Water Tower

Background:

RCM Utilities was installing valves on the water tower lines. When they completed they were preparing for some additional work to take place within the following weeks by loosening, then retightening nuts and bolts.

While doing so, they discovered the lines have deteriorated so much that they began to leak after retightening.

This results in the need to replace some piping, elbows, etc. to repair/replace.

Attachment(s):

1. RCM Emergency Water Tower Work

Fiscal Impact:

The cost estimate is for \$25,277.50

Staff Recommendation:

This is for informational purposes only.



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 23600291
Estimate Date 1/30/2025

Billing Address
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542 USA

Job Address
Water Tower Riser Piping Repair
5335 8th Street
Zephyrhills, FL 33542 USA

Description of work

RCM Utilities, LLC will furnish all materials, equipment, and labor to replace the existing 8" riser and horizontal suction piping entering the high service pump building.

Relocate the new 8" gate valves to the outside of the building.

Install flex, restrained connections at the 90-ell connection and at the pump connection.

Sub-Total	\$25,277.50
Tax	\$0.00
Total Due	\$25,277.50
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. **Warranty.** The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. **Payment.** The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. **Time.** The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor

shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW, SECTION 713.05, FLORIDA STATUTES, THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____



Date: _____

11/30/2025

NOTED ITEMS 5.2

Hidden River Lift Station Deed

Issue:

Background:

Attachment(s):

1. 33-25-01 Hidden River Lift Station Deed

Fiscal Impact:

Staff Recommendation:

Prepared by and return to:
Matthew E Maggard, Esq.
Attorney at Law
Shumaker, Loop & Kendrick, LLP
13134 US Hwy 301
Dade City, FL 33525
352-458-4700

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 6 day of February, 2025 between **Hidden River Homeowners Association, Inc., a Florida not-for-profit corporation** whose post office address is **3527 Palm Harbor Blvd, Palm Harbor, FL 34683** of the County of **Pasco**, State of **Florida**, grantor*, and **City of Zephyrhills, a Florida municipal corporation** whose post office address is **5335 8th St, Zephyrhills, FL 33542** of the County of **Pasco**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Pasco County, Florida**, to-wit:

Tracts "C" and "PS-3", Hidden River Phase 2, as depicted on the map or plat thereof, recorded in Plat Book 79, Page 102, Public Records of Pasco County Florida.

AND

A PORTION OF TRACT "A" WETLAND BUFFER, HIDDEN RIVER PHASE ONE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 101-121, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A FOUND DISK LB4493, RUN THENCE N.342.3'51"W., ALONG THE BOUNDARY OF TRACT "A", A DISTANCE OF 30.01; THENCE N.58'37'44"E., A DISTANCE OF 22.03; THENCE 53423'51'E, A DISTANCE OF 30.23 FEET TO THE NORTH RIGHT OF WAY LINE OF HARVEST CREEK LANE; THENCE ALONG SAID RIGHT OF WAY LINE S.60 59'47"W., A DISTANCE OF 5.37 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, - THENCE 16.55 FEET ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CHORD OF 16.67 WHICH BEARS S.58'36'46"W., TO THE POINT OF BEGINNING. CONTAINS 660 SQUARE FEET, MORE OR LESS.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Hidden River Homeowners Association, Inc.
a Florida not-for-profit corporation

Kevin Weiss
Witness Name: John Weiss
Witness Address: 5335 8th Street
Zephyrhills, FL, 33542

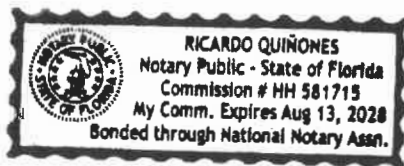
Jim Johnston
Jim Johnston, President

Kathryn Mackenzie
Witness Name: Kathy Mackenzie
Witness Address: 6118 8th St, Zephyrhills, FL 33542

State of Florida
County of Pasco

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of February, 2025 by Jim Johnston, as President of Hidden River Homeowners Association, Inc., a Florida not-for-profit corporation, who ☒ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]



Ricardo Quiñones
Notary Public

Printed Name: Ricardo Quiñones

My Commission Expires: 8/13/28